

# *NORTHERN MICHIGAN UNIVERSITY BOARD OF TRUSTEES*

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

ISSUED BY

**NORTHERN MICHIGAN UNIVERSITY BOARD OF TRUSTEES**  
(AUTHORIZING BODY)

TO

**NAH TAH WAHSH PUBLIC SCHOOL ACADEMY**  
(A PUBLIC SCHOOL ACADEMY)

July 1, 2020

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AND  
RESOLUTION**

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FORMAL RECOMMENDATIONS TO THE BOARD OF TRUSTEES  
FORMAL RECOMMENDATIONS TO THE  
BOARD OF TRUSTEES  
NORTHERN MICHIGAN UNIVERSITY - Marquette, Michigan  
May 1, 2009

A. Minutes:

1. That the minutes of the February 19, 2009, meeting of the Board be approved.

B. Gifts, Grants, Agreements and Contracts:

1. A gift to the Department of Technology and Occupational Sciences from Upper Peninsula Power Company, Ishpeming, MI, a 2002 Chevrolet K2500 4x4 Pickup with Boss #B64452 plow (\$9,350 value).
2. The grant between Northern Michigan University and the Charles G. Koch Charitable Foundation, to cover travel expenses for Dr. Kauffman to attend a training conference to assist with developing the Students in Free Enterprise (SIFE) organization at Northern Michigan University, in the amount of \$1,000, under the direction of Dr. Chris Kauffman.
3. The grant between the Central Upper Peninsula Planning and Development Regional Commission (CUPPAD) and Northern Michigan University, to support the Upper Peninsula Folk Life Festival, in the amount of \$1,409, with an additional amount of \$3,221 from the Beaumier Heritage Center, for a total amount of \$4,630, for the time period of October 1, 2008, through April 30, 2009, under the direction of Mr. Daniel Truckey.
4. The grant between Michigan Campus Compact and Northern Michigan University, to provide an early college experience for the 200 sixth grade students attending NMU's Charter schools, in the amount of \$3,500, with an additional amount of \$3,900 from the School of Education, for a total amount of \$7,400, for the time period of February 1, 2009, through January 31, 2010, under the direction of Mr. Joe Lubig.
5. The State of Michigan, Department of History, Arts, and Libraries, to provide and evaluate the role-playing program at Fort Wilkins State Park, in the amount of \$17,000, for the time period January 9, 2009, through September 30, 2009, under the direction of Dr. Russell Magnaghi.
6. The grant between the National Endowment for the Arts and Northern Michigan University, to support Northern Michigan University's Second Annual Living Traditions Weekend of two concurrent events: Upper Peninsula Folk Life Festival and the Learning to Walk Together Traditional Pow Wow, in the amount of \$10,000, with an additional amount of \$17,537 from the Beaumier Heritage Center, \$10,791 from the Center for Native American Studies and NMU Native American Student Association, and an in-kind university amount of \$6,824, for a total amount of \$45,152 for the time period of January 1, 2009, through December 31, 2009, under the direction of Mr. Daniel Truckey.
7. The grant between Northern Michigan University and the W. K. Kellogg Foundation, to purchase wireless mobile computers for eighteen nurse practitioner students and faculty teaching in the Nurse Practitioner program, medical software, and training for using the handheld devices, in the amount of \$40,000, with an additional In-Kind University amount of \$10,648, for a total amount of \$50,648, under the direction of Ms. Sheri Giordana.
8. The grant between Northern Michigan University and the State of Michigan, Department of Education, to provide leadership, student services, professional development, curriculum support, resources, and community involvement in mathematics and science education, in the amount of \$57,659, with an In-Kind University amount of \$5,772, for a total amount of \$63,431, for the time period

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October 1, 2008, through September 30, 2009, under the direction of Ms. Debra Humeier.

9. The grant from the Michigan Department of State Police - Michigan Commission on Law Enforcement Standards, to provide in-service training to the law enforcement community of the Upper Peninsula, in the amount of \$237,173, with an additional amount of \$61,550 from the Law Enforcement Development Center and an In-Kind University amount of \$115,300, for a total amount of \$414,023, for the time period of January 1, 2009, through December 31, 2009, under the direction of Mr. Kenneth Chant.

C. Personnel Actions:

Appointments:

1. Elsamén, Amjad Abu, Instructor, College of Business, a tenure track appointment, effective August 19, 2009. (New appointment)
2. Liu, Yan, Assistant Professor, Chemistry, a tenure track appointment, effective August 19, 2009. (New appointment)
3. Pendleton, Glenna C., Instructor, College of Business, a tenure track appointment, effective August 19, 2009. (New appointment)
4. Maas, Nancy A., Assistant Professor, Practical Nurse Program, a tenure track appointment effective August 19, 2009. (Term to tenure track)

Emeritus:

5. That Dr. James A. Panowski be granted the status of Professor Emeritus of Communication and Performance Studies, effective June 1, 2009.

Promotion and Tenure:

6. The following faculty members be promoted to the rank of Assistant Professor effective August 19, 2009:  
Prof. Richard Eathorne, Geography

7. The following faculty members be promoted to the rank of Associate Professor effective August 19, 2009:

Dr. Adam Prus, Psychology  
Dr. Stephen Smith, Mathematics and Computer Science  
Dr. Qinghong Zhang, Mathematics and Computer Science

8. The following faculty members be granted promoted to the rank of Full Professor effective August 19, 2009:

Dr. Daric Christian, School of Art and Design  
Dr. Lisa Flood, School of Nursing  
Dr. Jill Leonard, Biology  
Dr. Dave Rayome, College of Business  
Dr. Kristi Robinia, Practical Nursing  
Dr. Mary Jane Tremethick, HPER  
Dr. Greg Warchol, Criminal Justice

9. The following faculty members be granted tenure effective August 19, 2009:

Prof. Michelle Johnson, Practical Nursing  
Dr. Qinghong Zhang, Mathematics and Computer Science Department

D. Degrees

FORMAL RECOMMENDATIONS TO THE BOARD OF TRUSTEES.txt

1. That Mr. Bart Stupak, U.S. Congressman, Michigan's 1st District, D-Menominee, receive an Honorary Degree, Doctor of Laws, at the May 2009 Commencement Ceremony. Congressman Stupak will also be the Commencement Speaker.
2. That the final list of the December 2008 graduates and the preliminary list of May 2009 graduates be approved. The lists are on file with the Secretary of the Board of Trustees.

E. Property and Finance

1. That University operations be authorized to continue in 2009-2010 at a budget level no greater than the 2008-2009 budget until the new General Fund Budget is approved, except for increases required by existing or newly negotiated union contracts.
2. That University operations be authorized to continue in 2009-2010 at a budget level no greater than the 2008-2009 budget until the new Designated Fund Budget is approved, except for increases required by existing or newly negotiated union contracts.
3. The 2009-2010 Student Life Budget be approved. A copy of the budget is on file with the Secretary of the Board of Trustees.
4. The 2009-2010 Dining Services and House and Residence Life Rate Schedules be approved. A copy of the rate schedules are on file with the Secretary of the Board of Trustees.
5. The 2009-2010 Auxiliary Services Operations Budget, in the Auxiliary Fund, be approved. Copies of the budget are on file with the Secretary of the Board of Trustees.
6. The existing Reduction in Force (RIF) Plan be continued for Fiscal Years 2009-2011. A copy of the plan is on file with the Secretary of the Board of Trustees.
7. The Quad II Residence Hall Lobbies Renovation and the Cohodas Cooling Tower and Air Conditioning projects be funded by and added to the current 2008 Bond Series Project Lists as follows:

\$1,750,000	Quad II Residence Hall Lobbies Renovation
600,000	Cohodas Cooling Tower and Air Conditioning
	Total:
\$2,350,000	

8. The bowling course fee be increased to \$80.00 to reflect the increase being charged to Northern Michigan University for lane usage.
9. The cosmetology course fee of \$15.00/student to register students with the State of Michigan to track their clocked hours be approved.
10. The purchase of property and structure located at 1716 Schaeffer Avenue, Marquette, MI, at a cost of \$72,000 plus related miscellaneous expenses.
11. Northern Michigan University's initial Identity Theft Prevention Program, effective May 1, 2009, as required by the Fair and Accurate Credit Transactions Act and its Red Flag rules, be approved. A copy of the program is on file with the Secretary of the Board of Trustees.

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F. Special Items:

1. That the following staff members receive the 2009 Northern Michigan University Excellence-in-Service Award:

Ms. Cara Kamps - Principal Secretary, Center for Student Enrichment  
Ms. Angela Maki - Principal Secretary II, Modern Languages and Literatures/Office of International Programs  
Ms. Robyn Stille - Director of Donor Relations and Stewardship, NMU Foundation  
Ms. Kimberly Hegmegee - Technical Director, Forest Roberts Theatre  
Ms. Rachel Harris - Associate Director, Center for Student Enrichment  
Mr. John Frick - Director, Career Services Center

2. That the following employees receive the 2009 Distinguished Team Award:

Academic Service Learning Advisory Board  
Prof. Michael Andary - Technology and Occupational Sciences  
Mr. David Bonsall - Center for Student Enrichment  
Prof. Leslie Cory - Technology and Occupational Sciences  
Dr. Paul Duby - Institutional Research  
Dr. Charles Ganzert - Communication and Performance Studies  
Ms. Rachel Harris - Center for Student Enrichment  
Dr. Nell Kupper - Modern Languages and Literatures  
Ms. April Lindala - Center for Native American Studies  
Prof. Elizabeth Monske - English  
Ms. Katy Morrison - Center for Student Enrichment  
Prof. Walter Niebauer - Communication and Performance Studies  
Prof. Sandra Poindexter - College of Business  
Prof. Mary Ellen Powers - Nursing  
Dr. Judy Puncoschar - School of Education  
Dr. Kia Richmond - English  
Dr. Terrance Seethoff - College of Arts and Sciences  
Dr. Carol Steinhaus - College of Business  
Prof. Heidi Stevenson - Health, Physical Education and Recreation  
Dr. Ronald Sundell - Geography

School of Technology and Applied Sciences Staff

Ms. Beth Sanderson, Principal Secretary II  
Ms. Kathy Solka, Principal Secretary  
Ms. Janet Syria, Senior Secretary

3. The following faculty members receive the 2009 Distinguished Faculty Award:

Dr. Tawni Ferrarini, Associate Professor, Economics  
Dr. Jill Leonard, Associate Professor, Biology  
Dr. Jaspal Singh, Associate Professor, English

4. The following students receive the 2009 Board of Trustees Student Achievement Award:

Ms. Nicole Weber  
Mr. Darren Widder  
Ms. Christina Boncyk  
Mr. Jason Richards

5. The Clinical Laboratory Sciences Department name be changed to the Department of Clinical Sciences effective Fall 2009.

6. The addition of a new Post-Master's Family Nurse Practitioner Certificate Program, effective Fall 2009.



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7. The reauthorization (renewal) of the North Star Academy Charter School contract for a five-year period, July 1, 2009, to June 30, 2014, and expansion of the charter to include Kindergarten (Young 5) through fifth grades.

8. The following individuals be appointed as a board member for the following Public School Academies:

JKL Bahweting Charter School  
Patricia Paris (reappoint)  
Debbie Cook (reappoint)  
Burton Glen Charter School  
Arthur Bone (reappoint)

expiration date: June 30, 2012  
expiration date: June 30, 2012  
expiration date: June 30, 2012

North Star Academy  
Jonathan Kniskern  
Gary Ebrecht (reappoint)  
Jack Noble (reappoint)

expiration date: June 30, 2010  
expiration date: June 30, 2012  
expiration date: June 30, 2012

9. New Public School Academy Board appointment language be added to all Public School Academy contracts as they are renewed (see language below):

Public School Academy Board of Directors: Method of Selection, Appointment, and Removal

The Northern Michigan University Board of Trustees declares that the method of selection, length of term, and number of board members shall be as follows:

Method of Selection and Appointment

The Northern Michigan University Board of Trustees ("University Board") shall prescribe the method of appointment for members of an academy's board of directors. The director of the charter schools office is authorized to develop and administer an academy board selection and appointment process that includes an Application for Public School Academy Board Appointment and is in accord with these policies:

a. The University Board shall appoint the initial and subsequent academy board of directors by resolution, except as prescribed by subparagraph d. The director of the charter schools office shall recommend qualified individuals to the University Board.

b. The academy board of directors, by resolution and majority vote, shall nominate its subsequent members, except as provided otherwise. The academy board of directors shall recommend to the director of the charter schools office at least one nominee for each vacancy. Nominees shall submit the Application for Public School Academy Board Appointment for review by the charter school office. The director of the charter schools office may or may not recommend the appointment of a nominee submitted by the academy board. If the director of the charter schools office does not recommend the appointment of a nominee submitted by the academy board, he/she may select and recommend another nominee or may request the academy board submit a new nominee for consideration.

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

d. Under exigent conditions and with the approval of the University Board's chair and the president, the director of the charter schools office may appoint a qualified individual to an academy's board of directors. All appointments 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 appointments made under this provision.

#### Length of Term

The director of an academy board shall serve at the pleasure of the University Board. Terms of the initial positions of the academy board of directors shall be staggered in accordance with The Academy Board of Directors Table of Staggered Terms and Appointments established and administered by the director of the charter schools office. Subsequent appointments shall be for a term of office not to exceed of four (4) years, except as prescribed by The Academy Board of Directors Table of Staggered Terms and Appointments.

#### Removal and Suspension

If the University Board determines that an academy board member's service in office is no longer necessary, then the University Board may remove an academy board member with or without cause and shall specify the date when the academy board member's service ends. An academy board member may also be removed from office by a two-thirds (2/3) vote of the academy's board for cause.

With the approval of the University Board's chair and the president, the director of the charter schools office may suspend an academy board member's service, if in his/her judgment the person's continued presence would constitute a risk to persons or property, or would seriously impair the operation 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 suspensions made under this provision.

#### Number of Directors

The number of members of the academy board of directors shall not be less than five (5) nor more than nine (9). If the academy board of directors fails to maintain its full membership by making appropriate and timely nominations, the University Board or its designee may deem that failure an exigent condition.

#### Qualifications of Academy Board Members

To be qualified to serve on an academy's board of directors, a person shall; among other things; (a) be a citizen of the United States; (b) be a resident of the state of Michigan; (c) submit all materials requested by the charter schools office including, but not limited to, the Application for Public School Academy Board Appointment which must include authorization to process a criminal background check; and (d) annually submit a conflict of interest disclosure as prescribed by the charter schools office.

The members of an academy board of directors shall not include: (a) employees of the academy; (b) any director, officer, or employee of a service provider or management company that contracts with the academy; (c) a Northern Michigan University official or employee, as a representative of Northern Michigan University.

#### Oath of Public Office

All members of the academy board of directors must take the constitutional oath of office and sign the Oath of Public Office before beginning their service. No appointment shall be effective prior to the filing of The Oath of Public Office shall be filed with the charter schools office.

These provisions shall be implemented with new charter contracts and shall be phased in as existing charter contracts are reissued. The charter schools office is authorized to negotiate changes in the terms and conditions of charter contracts to fully implement these provisions.

10. The charge for the ad hoc Committee on Recruitment and Retention be approved:

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BOARD OF TRUSTEES AD HOC RECRUITMENT AND RETENTION COMMITTEE

The Board of Trustees of Northern Michigan University hereby establishes an Ad Hoc Recruitment and Retention Committee for the period January 1, 2009, through December 31, 2009. The membership of the committee will consist of two members of the Board (appointed by the Chair of the Board) and two members of the administration (appointed by the President). The appointments will require the consent of the Board.

The Committee's scope of inquiry shall be to:

-- Advise the Board of Trustees on matters pertaining to recruitment and retention, and to assure that these are properly aligned with the mission of the university;

-- Review and assess recruitment and retention priorities;

-- Review and ensure that the University assesses the appropriateness and effectiveness of its recruitment and retention practices.

In support of the above, the Committee is expected to:

1. Monitor enrollment and retention figures for the Board of Trustees;
2. Review past enrollment and retention practices;
3. Keep current on the status of recruitment and retention;
4. Work collaboratively with the Enrollment Management Network;
5. Monitor state and national trends;
6. Review four-year graduation rates;
7. Monitor resident and nonresident tuition policies at peer institutions;  
and
8. Report to the full Board at each regularly scheduled Board meeting. A final report is due at the December 10-11, 2009 meeting.

**RESOLUTION ADOPTED BY NORTHERN MICHIGAN UNIVERSITY  
BOARD OF TRUSTEES ON APRIL 30, 2020**

On motion by Trustee Lisa I. Fittante and second by Trustee Donna L. Murray-Brown, the following resolution was adopted unanimously:

**WHEREAS**, the Michigan Legislature has provided for the establishment of public school academies as part of the Michigan public school system; and

**WHEREAS**, under the Revised School Code, the Northern Michigan University Board of Trustees (“University Board”), as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate public school academies; and

**WHEREAS**, on July 1, 2015, the University Board issued to Nah Tah Wahsh Public School Academy (the “Academy”) a Contract to Charter a Public School Academy (the “Current Contract”) with a term of five (5) years; and

**WHEREAS**, the Current Contract will expire on June 30, 2020 and the Academy has asked the University Board to issue a new contract to charter a public school academy; and

**WHEREAS**, in addition to other Revised School Code requirements, the University Board’s reauthorization process included consideration of increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria as the most important factor in the decision of whether or not to issue to the Academy a new contract to charter a public school academy; and

**WHEREAS**, the University Charter Schools Office (the “CSO”): (1) has evaluated and assessed the Academy’s operation and performance related to the Current Contract, (2) determined that the Academy has satisfied the conditions that the University Board and the CSO have established; (3) determined that the Academy’s academic achievement for all groups of pupils as measured by assessments and other objective criteria is satisfactory; and (4) recommends that the University Board issue a new contract to charter a public school academy to the Academy.

**NOW, THEREFORE, BE IT RESOLVED:**

1. The University Board takes the following action related to issuing a Contract to Charter a Public School Academy and Related Documents (“Contract”) to the Academy:
  - a. The University Board approves the form of the Contract and related documents as submitted to and reviewed by the University Board;

- b. The University Board approves and authorizes the issuance of the Contract and related documents and authorizes the Northern Michigan University President (the "President") to execute the Contract and related documents issued by the University Board to the Academy, provided that, before execution of the Contract, the University President or his designee affirms the following:
- i. all terms of the Contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract and applicable law;
  - ii. the Academy has submitted all due diligence and other information required by the CSO Officer and the University Board's legal counsel and the CSO Officer is satisfied that the Academy will be able to operate successfully;
  - iii. the Contract term does not exceed to two (2) years, with an opportunity to add not more than three (3) additional years upon satisfying certain contractual obligations established by the CSO Officer; and
  - iv. the Contract for the Academy is substantially similar to previous charter contracts approved by the University Board, with the only changes being those: (a) that are consistent with the Application; or (b) made by the CSO Officer, in consultation with the University Board's legal counsel, that are in the best interest of the University Board.

2. This resolution shall be incorporated in and made part of the Academy's Contract.

I, the undersigned, as Secretary of the Northern Michigan University Board of Trustees, do hereby certify the foregoing resolution was adopted by the Northern Michigan University Board of Trustees at a public meeting held on April 30, 2020, with a vote of 8 for, 0 opposed, and 0 abstaining.

Signature: Carney Q. Andrews

**CONTRACT TERMS  
AND CONDITIONS**

**TERMS AND CONDITIONS  
OF CONTRACT**

**DATED: JULY 1, 2020**

**ISSUED BY**

**THE NORTHERN MICHIGAN UNIVERSITY BOARD OF TRUSTEES**

**TO**

**NAH TAH WAHSH PUBLIC SCHOOL ACADEMY  
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF**

**NAH TAH WAHSH PUBLIC SCHOOL ACADEMY**

**AS A**

**PUBLIC SCHOOL ACADEMY**

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Exhibit A

Schedules

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 Michigan Legislature has authorized an alternative 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 Michigan Legislature has delegated to the governing boards of state public universities, community college boards, including tribally controlled 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 Northern Michigan University Board of Trustees has considered the authorization of the Academy and has approved the issuance of a contract to the Academy;

NOW, THEREFORE, pursuant to the Revised School Code, the University Board grants a contract conferring certain rights, franchises, privileges, and obligations of a public school academy and confirms the status of a public school academy in this state to the Academy. In addition, 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 nonprofit corporation named Nah Tah Wahsh Public School Academy which is established as a public school academy pursuant to this Contract.
- (b) “Academy Board” means the Board of Directors of the Academy.
- (c) “Applicable Law” means all state and federal law applicable to public school academies.
- (d) “Application” means the public school academy application and supporting documentation submitted to the University Board for the establishment of the Academy and supplemented by material submitted pursuant to the University Board’s requirements for reauthorization.

- (e) “Authorizing Resolution” means the Resolution Adopted by Northern Michigan University Board of Trustees on April 30, 2020.
- (f) “Charter Schools Director” or “CSO Director” means the person designated by the University Board to administer the operations of the Charter Schools Office.
- (g) “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 responsible for administering the University Board’s responsibilities with respect to the Contract.
- (h) “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.
- (i) “Community District” means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (j) “Conservator” means an individual appointed by the University President in accordance with Section 10.9 of these Terms and Conditions.
- (k) “Contract” means, in addition to the definition set forth in the Code, these Terms and Conditions, Exhibit A containing the Authorizing Resolution and the Resolution, the Master Calendar, the ESP Policies, the Lease Policies, the Schedules, and the Application.
- (l) “Director” means a person who is a member of the Academy Board of Directors.
- (m) “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 Charter Schools Director for review as provided in Section 11.11 and has not been disapproved by the Charter Schools Director and is consistent with the CSO Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- (n) “Educational Service Provider Policies” or “ESP Policies” means those policies adopted by the Charter Schools Office that apply to a Management Agreement. The Charter Schools Director may, at any time and at his or her sole discretion, amend the ESP Policies. The ESP Policies in effect as of this date are incorporated and part of this Contract. Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

- (o) “Fund Balance Deficit” means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing by the Academy or a monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy or the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- (p) “Lease Policies” means those policies adopted by the Charter Schools Office that apply to real property lease agreements entered into by the Academy. The Charter Schools Director may, at any time and at his or her sole discretion, amend the Lease Policies. The Lease Policies in effect as of this date are incorporated into and part of this Contract. Upon amendment, changes to the Lease Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (q) “Management Agreement” or “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 the operation and/or management of the Academy, which has been submitted to the Charter Schools Office for review as provided in Section 11.11 and has not been disapproved by the Charter Schools Director.
- (r) “Master Calendar” or “MCRR” means the Master Calendar of Reporting Requirements developed and administered by the Charter Schools Office setting forth a reporting time line for certain financial, administrative, facility, Academy Board and educational information relating to the Academy. The Charter Schools Director may, at any time and at his or her sole discretion, amend the Master Calendar. Upon amendment, changes to the Master Calendar shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (s) “President” means the President of Northern Michigan University or his or her designee.
- (t) “Resolution” means the resolution adopted by the University Board on May 1, 2009, establishing the standard method of selection, length of term and number of members format for public school academies issued a Contract by the University Board, as amended from time to time.

- (u) “Schedules” means the following Contract documents of the Academy: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description and Schedule 7: Required Information for Public School Academies.
- (v) “State Board” means the State Board of Education, established pursuant to Article 8, Section 3 of the 1963 Michigan Constitution and MCL 388.1001 et seq.
- (w) “State School Reform/Redesign Office” means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02, codified at MCL 18.445, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-02, codified at MCL 388.1282.
- (x) “Superintendent” means the Michigan Superintendent of Public Instruction.
- (y) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, Dated July 1, 2020, Issued by the Northern Michigan University Board of Trustees to Nah Tah Wahsh Public School Academy Confirming the Status of Nah Tah Wahsh Public School Academy as a public school academy.”
- (z) “University” means Northern Michigan University, a state public university, established pursuant to Article VIII, Sections 4 and 6 of the Michigan Constitution of 1963 and MCL 390.551 et seq.
- (aa) “University Board” means the Northern Michigan University Board of Trustees, an authorizing body as designated under Section 501 of the Code, MCL 380.501.
- (bb) “University Board Chairperson” means the Chairperson of the Northern Michigan University Board of Trustees or his or her designee. In Section 1.1(cc) below, “University Board Chairperson” means the Board Chairperson of the Northern Michigan University Board of Trustees.
- (cc) “University Charter Schools Hearing Panel” or “Hearing Panel” means such person(s) as designated by the University Board Chairperson.

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 submitted to the University Board for the establishment of the Academy is incorporated into, and made part of, this Contract. Portions of the Applicant's Application have been incorporated into this Contract. In the event that there is an inconsistency or dispute between materials in the Application and the Contract, the language or provisions in the Contract shall control.

Section 1.7. Conflicting Contract Provisions. In the event that there is a conflict between language contained in the provisions of this Contract, the Contract shall be interpreted as follows: (i) the Resolution shall control over any other conflicting language in the Contract; (ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Resolution and the Authorizing Resolution; and (iv) the Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Resolution, Authorizing Resolution and these Terms and Conditions.

## **ARTICLE II**

### **RELATIONSHIP BETWEEN THE ACADEMY AND THE UNIVERSITY BOARD**

Section 2.1. Constitutional Status of Northern Michigan University. The University is a constitutionally established body corporate operating as a state public university. In approving this Contract, the University Board voluntarily exercises additional powers given to the University Board under the Code. Nothing in this Contract shall be deemed to be any waiver of the University Board's constitutional autonomy and powers and the Academy shall not be deemed to be a part of the University. If applicable, the University Board has provided to the Department the accreditation notice required under Section 502 of the Code, MCL 380.502.

Section 2.2. Independent Status of the Academy. The Academy is a body corporate and governmental entity authorized by the Code. The Academy is organized and shall operate as a public school academy and a nonprofit corporation. The Academy is not a division or part of the University. 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 agreements between the University Board and the Academy, if applicable.

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



State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, 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 obligate the State of Michigan, University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

### **ARTICLE III**

#### **ROLE OF THE UNIVERSITY BOARD AS AUTHORIZING BODY**

Section 3.1. University Board Resolutions. The University Board has adopted the Resolution providing for the method of selection, length of term, number of Directors and the qualification of Directors. The University Board has adopted the Authorizing Resolution which approves the issuance of this Contract. The Resolution and the Authorizing Resolution are hereby incorporated into this Contract as Exhibit A. At anytime and at its sole discretion, the University Board may amend the Resolution. Upon University Board approval, changes to the Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

Section 3.2. University Board as Fiscal Agent for the Academy. The University Board is 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, 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 five (5) business 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 executed by the parties and incorporated herein as Schedule 4.

Section 3.4. Reimbursement of University Board Expenses. The Academy shall pay the University Board an administrative fee to reimburse the University Board for the expenses associated with the execution of its authorizing body and 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 Charter Schools Office describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. The Charter Schools Director will generate a recommendation for consideration by the University Board with regard to the proposed acquisition. The request and the Charter Schools Director's recommendation will be submitted by the Charter Schools Director for the University Board's consideration in accordance with the University Board's generally applicable timelines and policies for the agendas of regularly-scheduled University Board committee meetings and formal sessions of the University Board. No acquisition may be made until the approval of the University Board is obtained by resolution adopted at a formal session of the University Board.

Section 3.6. Authorization of Employment. The University Board authorizes the Academy to employ or contract directly with personnel according to the position information outlined in Schedule 5. However, the Academy Board shall prohibit any individual from being employed by the Academy, an Educational Service Provider or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. Additionally, the Academy Board shall require each individual who works at the Academy to disclose to the Academy Board any other public school or Educational Service Provider at which that individual works or to which that individual provides services. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. With respect to Academy employees, the Academy shall have the power and responsibility to (i) recruit, select and engage employees; (ii) pay their wages; (iii) evaluate performance; (iv) discipline and dismiss employees; and (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 shall ensure that the term or length of any employment contract or consultant agreement does not extend beyond the term of this Contract and shall terminate in the event this Contract is revoked or terminated. In no event may an Academy employee's employment contract term, inclusive of automatic renewals, extend beyond the term of this Contract.

Section 3.7. Charter Schools Office Review of Certain Financing Transactions. If the Academy proposes to (i) finance the acquisition, by lease, purchase, or other means, of facilities or equipment, or renovation of facilities, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge, assignment or direction to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., or (ii) direct that a portion of its State School Aid Payments be forwarded by the University Board to a third party account for the payment of Academy debts and liabilities, the Academy shall submit the transaction to the Charter Schools Office for prior review by the Charter Schools 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 Charter Schools Office 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 Charter Schools Office; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the Charter Schools Office may request. Unless the Charter Schools Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the Charter Schools Director shall notify the Academy if the proposed transaction is disapproved. The Charter Schools Director may disapprove the proposed transaction if, in his or her judgment, the proposed transaction violates this Contract or Applicable Law. 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 Charter Schools Director. By not disapproving a proposed transaction, the Charter Schools Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

Section 3.8. Authorizing Body 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 set forth in Section 12.9 without any further action of either the Academy or the University Board. The Academy shall seek a new contract by making 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 not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

Section 3.9. University Board's Invitation to Academy to Apply For Conversion to Schools 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, 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.

## ARTICLE IV

### REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY

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

Section 4.2. Other Permitted Activities. Consistent with the provisions of this Contract, the Academy is permitted to engage in lawful activities that are not in derogation of the Academy's mission and status of operating a public school academy or that would not jeopardize the eligibility of the Academy for state school aid funds.

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 or Schedule 2: Bylaws. As set forth in the Resolution, a Director serves at the pleasure of the University Board, and may be removed with or without cause at any time.

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

- (a) An individual simultaneously serving as an Academy Board member and as an owner, officer, director, employee or consultant of or independent contractor to an Educational Service Provider or an employee leasing company, or a subcontractor to an Educational Service Provider or 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;

- (e) An individual simultaneously serving as an Academy Board member and a University official, employee, or paid consultant, as a representative of the University; and
- (f) An individual simultaneously serving as an Academy Board member and having an ownership or financial interest in any real or personal property leased or subleased to the Academy.

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

- (a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:
  - (i) Is employed by the Academy;
  - (ii) Works at or is assigned to work at 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; or
  - (iv) Has an ownership or financial interest in any school building lease or sublease agreement with the Academy.
- (b) The Academy Board shall require each individual who works at the Academy to annually disclose any familial relationship with any other individual who works at, or provides services to, the Academy. For purposes of this subsection, familial relationship means a person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner.

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

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

Section 4.8. Academy Counsel. The Academy Board shall select, retain and pay legal counsel to represent the Academy. The Academy shall not retain any attorney to represent the

Academy if the attorney or the attorney's law firm also represents the Academy's Educational Service Provider, if any.

## **ARTICLE V**

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

Section 5.1. Nonprofit Corporation. The Academy shall be organized and operated as a public school academy corporation organized under the Michigan Nonprofit Corporation Act, as amended, 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 Part 6A of the Code or other Applicable Law.

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

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

Section 5.4. Quorum. Notwithstanding any document in the Contract that is inconsistent with this Section, including the Academy's Articles of Incorporation and Bylaws, a quorum of the Academy Board that is necessary to transact business and to take action shall be a majority of the Academy Board member positions set by the Authorizing Resolution.

## **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 7a. The Academy shall have four officers: President, Vice-President, Secretary and Treasurer. The officer positions shall be filled by persons who are members of the Academy Board. A description of their duties is included in Schedule 2.

Section 6.2. Educational Goals. The Academy shall pursue the educational goals identified in Schedule 7b. The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils.

Section 6.3. Educational Programs. The Academy shall deliver the educational programs identified in Schedule 7c.

Section 6.4. Curriculum. The Academy shall implement and follow the curriculum identified in Schedule 7d.

Section 6.5. Method of Pupil Assessment. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 7e. To the extent applicable, pupil performance at the Academy shall be assessed using both the Michigan Student Test of Educational Progress ("M-STEP") or the Michigan Merit Examination ("MME") designated under the Code. The Academy shall provide the Charter Schools Office with copies of reports, assessments and test results concerning the following:

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

Section 6.6. Application and Enrollment of Students. The Academy shall comply with the application and enrollment policies identified in Schedule 7f. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the Charter Schools Office 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 at times in the evening and on weekends.

Section 6.7. School Calendar and School Day Schedule. The Academy shall comply with the school calendar and school day schedule guidelines as set forth in Schedule 7g.

Section 6.8. Age or Grade Range of Pupils. The Academy shall comply with the age and grade ranges as stated in Schedule 7h.

Section 6.9. Collective Bargaining Agreements. Collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 6.10. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles and accounting system requirements that comply with the Code, this Contract, the State School Aid Act of 1979, as amended, and applicable State Board of Education and Department of Education rules.

Section 6.11. Annual Financial Statement Audit. The Academy shall conduct an annual financial statement audit prepared and reviewed by an independent certified public accountant. The Academy Board shall select, retain and pay the Academy's independent auditor. The Academy Board shall not approve the retention of any independent auditor if that independent auditor or the auditor's firm is also performing accounting and/or auditing services for the Academy's Educational Service Provider, if applicable. In accordance with timeframes set forth in the Master Calendar, the Academy shall submit one (1) copy of the annual financial statement audit, auditor's management letters and any responses to auditor's management letters to the Charter Schools Office.

Section 6.12. 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 4, 5, 6 and 7. Upon receipt of a complete contract amendment, the Charter Schools 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 Charter Schools Director of the contract amendment shall include a determination by the Charter Schools 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 Charter Schools 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 6.13. 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 the University or the University Board.

Section 6.14. Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or



contractual affiliation with or constitute a church or other religious organization. Nothing in this Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

Section 6.15. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The Academy shall perform the compliance certification duties required by the University Board and outlined in the Oversight Agreement set forth as Schedule 4. In addition to the University Board's oversight responsibilities and other reporting requirements set forth in this Contract, the Academy's compliance certification duties shall serve as the method for monitoring the Academy's compliance with Applicable Law and its performance in meeting its educational goals.

Section 6.16. 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 Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be incorporated into Schedule 7f by contract amendment pursuant to Article IX of these Terms and Conditions.

Section 6.17. Postings of Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the accreditation status of each school as required by the Code.

Section 6.18. New Public School Academies Located Within The Boundaries of A Community District. If the Academy is a new public school academy and either of the circumstances listed below in (a) or (b) apply to the Academy's proposed site(s), the Academy represents to the University Board, intending that the University Board rely on such representation as a precondition to issuing this Contract, that the Academy has a substantially different governance, leadership and curriculum than the public school previously operating at the site(s):

- (a) The Academy's proposed site is the same location as a public school that (i) is currently on the list under Section 1280c(1), MCL 380.1280c(1) or Section 1280g(3), MCL 380.1280g(3), as applicable; or (ii) has been on the list under Section 1280c(1), MCL 380.1280c(1) or Section 1280g(3), MCL 380.1280g(3), as applicable, during the immediately preceding 3 school years.
- (b) The Academy's proposed site is the same location of another public school academy, urban high school academy, school of excellence or strict discipline academy whose contract was revoked or terminated by an authorizing body under the applicable part or section of the Code.

## **ARTICLE VII**

### **TUITION PROHIBITED**

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

## **ARTICLE VIII**

### **COMPLIANCE WITH APPLICABLE LAW**

Section 8.1. Compliance with Applicable Law. The Academy shall comply with all applicable state and federal laws, including, but not limited to, to the extent applicable, the Code, the State School Aid Act of 1979, the Open Meetings Act, the Freedom of Information Act ("FOIA"), the Public Employment Relations Act, the Uniform Budgeting and Accounting Act, the Revised Municipal Finance Act of 2001, the Elliott-Larsen Civil Rights Act, the Persons with Disabilities Civil Rights Act, and 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. The Academy agrees to participate in state assessments, data collection systems, state level student growth models, state accountability and accreditation systems, and other public comparative data collection required for public schools. Additionally, the Academy shall comply with other state and federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state or federal 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 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 its designee. Except as provided in Section 6.12 of these Terms and Conditions, the University Board delegates to the Charter Schools Director the review and approval of changes or amendments to this Contract. In the event that a proposed change is not accepted by the Charter Schools Director, the University Board may consider and vote upon a change proposed by the Academy following an opportunity for a presentation to the University Board by the Academy.

Section 9.3. Process for Amendment Initiated by the University Board. The University Board, or an authorized designee, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The University Board delegates to the Charter Schools Director the review and approval of changes or amendments to 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 or the Charter Schools Director. If the proposed amendment conflicts with any of the University Board's general policies on public school academies, the proposed amendment shall take effect only after approval by the Academy and 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 rights, the responsibilities or obligations of either the Academy or the University Board, this Contract shall be altered or amended to reflect the change in existing law as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the University Board shall conform to and be carried out in accordance with the change in Applicable Law.

Section 9.6. Emergency Action on Behalf of University Board. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation that arises between meetings of the University Board. An emergency situation shall be deemed to occur if the University President, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the University Board. Upon the determination that an emergency situation exists, the University President may temporarily take action on behalf of the University Board with regard to the Academy or the Contract, so long as such action is in the best interest of the University Board and the University President consults with the University Board Chairperson prior to taking the intended actions. When acting during an emergency situation, the University President shall have the authority to act on behalf of the University Board, and such emergency action shall only be effective in the interim before the earlier of (a) rejection of the emergency action by the Chairperson of the University Board; or (b) the next meeting of the University Board. The University President shall immediately report such action to the University Board Chairperson for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the University Board, becomes permanent.

## **ARTICLE X**

### **CONTRACT TERMINATION, SUSPENSION, AND REVOCATION**

Section 10.1. Statutory Grounds for Revocation. In addition to the other grounds for revocation in Section 10.2 and the automatic revocation in Section 10.3 of these Terms and Conditions, 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) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals and related measures set forth in this 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 10.2. Other Grounds for Revocation. In addition to the statutory grounds for revocation set forth in Section 10.1 and the grounds for an automatic revocation set forth in Section 10.3, 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 fails to achieve or demonstrate measurable progress toward achieving the educational goals and related measures identified in this Contract;
- (b) The Academy fails to properly implement, consistently deliver, and support the educational programs or curriculum identified in this Contract;
- (c) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;
- (d) 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;
- (e) The Academy fails to fulfill the compliance and reporting requirements or defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or, during the term of this Contract, it is discovered by the Charter Schools Office that the Academy failed to fulfill the compliance and reporting requirements or there was a violation of a prior Contract issued by the University Board;
- (f) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services without first obtaining the Charter Schools Office's approval;
- (g) The Charter Schools Office 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

(h) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the Charter Schools Office 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 10.3. Automatic Amendment Of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination. Except as otherwise provided in this Section 10.3, if the University Board is notified by the Department that an Academy site is subject to closure under section 507 of the Code, MCL 380.507 ("State's Automatic Closure Notice"), then this Contract shall automatically be amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract shall automatically be terminated at the end of the current school year in which either the State's Automatic Closure Notice is received without any further action of the University Board or the Academy.

Following receipt of the State's Automatic Closure Notice, the Charter Schools Director shall forward a copy of the notice to the Academy Board and may request a meeting with the Academy Board representatives to discuss the Academy's plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy's existing sites are included in that notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State's Automatic Closure Notice, including the granting of any hardship exemption by the Department rescinding the State's Automatic Closure Notice ("Pupil Hardship Exemption"), shall be directed to the Department, in a form and manner determined by the Department.

If the Department rescinds the State's Automatic Closure Notice for an Academy site or sites by granting a Pupil Hardship Exemption, the Academy is not required to close the identified site(s), but shall present to the Charter Schools Office a proposed Contract amendment incorporating the Department's school improvement plan, if applicable, for the identified site(s).

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

The University Board's revocation procedures set forth in Section 10.6(c) do not apply to an automatic termination initiated by the State's Automatic Closure Notice or an Economic Hardship Termination under this Section 10.3.

Section 10.4. Grounds and Procedures for Academy Termination of Contract. The Academy Board, by majority vote of its Directors, may, at any time and for any reason, request termination of this Contract. The Academy Board's request for termination shall be made to the Charter Schools Director not less than six (6) calendar months in advance of the Academy's proposed effective date of termination. Upon receipt of an Academy request for termination, the Charter Schools Director shall present the Academy Board's request for termination to the University Board. A copy of the Academy Board's resolution approving of the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the Academy Board's request for termination. Upon receipt of the Academy Board's request for termination, the University Board shall consider and vote on the proposed termination request. The University Board may, in its sole discretion, waive the six (6) month advance notice requirement for terminating this Contract.

Section 10.5. Grounds and Procedures for University Termination of Contract. The University Board, in its sole discretion, reserves the right to terminate the Contract (i) for any reason or for no reason provided that such termination shall not take place less than six (6) months from the date of the University Board's action; or (ii) if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then such termination shall take effect at the end of the current Academy fiscal year. Following University Board approval, the Charter Schools Director shall provide notice of the termination to the Academy. If during the period between the University Board action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the Contract may be revoked or suspended sooner pursuant to this Article X. If this Contract is terminated pursuant to this Section 10.5, the revocation procedures in Section 10.6 shall not apply.

Section 10.6. University Board Procedures for Revoking Contract. The University Board's process for revoking the Contract is as follows:

(a) Notice of Intent to Revoke. The Charter Schools 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 Charter Schools 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 must 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 Charter Schools 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 Charter Schools Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the Charter Schools Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the Charter Schools Director shall develop a plan for correcting the non-compliance ("Plan of Correction") which may include reconstitution pursuant to Section 10.6(d) of these Terms and Conditions. In developing a Plan of Correction, the Charter Schools 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 Charter Schools 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) University Board's Contract Reconstitution Provision. The Charter Schools Director may reconstitute the Academy in an effort to improve student educational performance or to avoid interruption of the educational process. Reconstitution may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board; (ii) termination of at-will board appointments of 1 or more Academy Board members in accordance with the Resolution; (iii) withdrawing approval of a contract under Section 506 of the Code; (iv) the appointment of a new Academy Board of Directors or a Conservator to take over operations of the Academy; or (v) closure of an Academy site(s). Reconstitution of the Academy does not prohibit the Department from issuing an order under section 507 of the Code, MCL 380.507, directing the automatic closure of the Academy's site(s).

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



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

(i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be withheld by the University Board or returned to the Michigan Department of Treasury upon request. The University Board may also direct that a portion of the Academy's state school aid funds be directed to fund the Academy's Dissolution account established under Section 10.10 of these Terms and Conditions.

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

(a) The Charter Schools Director Action. If the Charter Schools Director determines, in his or her sole discretion, that certain conditions or circumstances exist such 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 Schedule 6;
- (v) has willfully or intentionally violated this Contract or Applicable Law; or
- (vi) has violated Section 10.2(g) or (h), then the Charter Schools 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 Charter Schools Director to suspend the Contract, may be retained by the University Board for the Academy until the Contract is reinstated, or may be returned to the Michigan Department of Treasury upon the State's request.

(c) Immediate Revocation Proceeding. If the Academy Board, after receiving a notice of Contract suspension from the Charter Schools 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 Sections 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 Marquette 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 proceedings is brought in accordance with this Section 10.8. This Section 10.8 shall not in any way be interpreted as an exception to the Academy's covenant not to sue contained in Section 11.3 of these Terms and Conditions.

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

- (a) take into his or her possession all Academy property and records, including financial, board, employment and student records;
- (b) institute and defend actions by or on behalf of the Academy;
- (c) continue the business of the Academy including entering into contracts, borrowing money, and pledging, mortgaging, or otherwise encumbering the property of the Academy as security for the repayment of loans. However, the power shall be subject to any provisions and restrictions in any existing credit documents;

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

Section 10.10. Academy Dissolution Account. If the University Board terminates, revokes or fails to issue a new Contract to the Academy, the Charter Schools Director shall notify the Academy that, beginning thirty (30) days after notification of the University Board's decision, the University Board may direct up to \$10,000 from each subsequent state school aid fund payment, not to exceed a combined total of \$30,000, to a separate Academy account ("Academy Dissolution Account") to be used exclusively by the Academy to pay the costs associated with the wind up and dissolution responsibilities of the Academy. Within five (5) business days of the Charter Schools Director's notice, the Academy Board Treasurer shall provide the Charter Schools Director in a form and manner determined by the CSO, with account detail information and authorization to direct such funds to the Academy Dissolution Account. The Academy Dissolution Account shall be under the sole care, custody and control of the Academy Board, and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as all the wind-up and dissolution expenses have been satisfied. An intercept agreement entered into by the Academy and a third party lender or trustee shall include language that the third party lender or trustee acknowledges and consents to the funding of the Academy's dissolution account in accordance with this Contract. Any unspent funds remaining in the Academy's dissolution account after payment of all wind up and dissolution expenses shall be returned to the Academy.

## **ARTICLE XI**

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

Section 11.1. The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan.

The Academy agrees to comply with all of the following:

- (a) The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- (b) Within ten (10) days after adoption by the Academy Board (but not later than July 1st) each year, the Academy Board shall submit to the Charter Schools Office a copy of its annual budget for the upcoming fiscal year. The budget must detail budgeted expenditures at the object level as

described in the Michigan Department of Education's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. Within 10 days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Charter Schools Office.

- (c) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7<sup>th</sup> of each school fiscal year, shall transmit to the Center for Educational Performance and Information ("CEPI") the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- (d) The Academy shall not adopt or operate under a deficit budget, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing deficit fund balance, incur a deficit fund balance, or adopt a current year budget that projects a deficit fund balance. If the Academy has an existing deficit fund balance, incurs a deficit fund balance in the most recently completed school fiscal year, or adopts a current year budget that projects a deficit fund balance, all of the following apply:
  - (i) The Academy shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the Charter Schools Office.
  - (ii) Within 30 days after making notification under subdivision (d)(i), the Academy shall submit to the Superintendent in the form and manner prescribed by the Department an amended budget for the current school fiscal year and a deficit elimination plan approved by the Academy Board, with a copy to the State Treasurer. The Academy shall transmit a copy of the amended budget and the deficit elimination plan to the Charter Schools Office.
  - (iii) After the Superintendent approves the Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.
- (e) If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under section 1220 of the Code, MCL 380.1220, the Academy shall do all of the following:
  - (i) The enhanced deficit elimination plan shall be approved by the Academy Board before submission.
  - (ii) After the State Treasurer approves an enhanced deficit elimination plan for the Academy, the Academy shall post the enhanced deficit elimination plan on the Academy's website.

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

Section 11.2. Insurance. The Academy Board shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverages:

<b>M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS</b> <b>for Public School Academies (PSA), Strict Discipline Academies (SDA)</b> <b>Urban High Schools (UHS) &amp; Schools of Excellence (SOE)</b> <b>NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better</b> <b>EFFECTIVE DATE: 07/01/12 -- MUSIC Board Approval Date: 12/15/2011</b>	
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>General or Public Liability (GL)</b>	<p>Must be Occurrence form</p> <p>Must include Sexual Abuse &amp; Molestation coverage which can be Occurrence or Claims Made. If this coverage is Claims Made the Retroactive Date must be the same or before date of original University PSA/SDA/UHS/SOE contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.</p> <p>Must include Corporal Punishment coverage.</p> <p>\$1,000,000 per occurrence &amp; \$2,000,000 aggregate.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>University must be included as an Additional Insured with Primary and Non-Contributory Coverage.</p> <p>NOTE: SDA must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 limit which can be Occurrence or Claims Made. If this coverage is Claims Made, and the SDA goes out of business, the SDA needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the SDA.</p>
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Errors &amp; Omissions (E&amp;O)</b>	<p>Must include Employment Practices Liability.</p> <p>Must include Corporal Punishment coverage.</p> <p>Must include Sexual Abuse &amp; Molestation coverage.</p> <p>Must include Directors' &amp; Officers' coverage.</p> <p>Must include School Leaders' E&amp;O.</p> <p>Can be Claims Made or Occurrence form.</p>

	If Claims Made, retroactive date must be the same or before date of original University-PSA/SDA/UHS/SOE Charter Contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.
	\$1,000,000 per occurrence & \$3,000,000 aggregate.
	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	University must be included as an Additional Insured with Primary and Non-Contributory Coverage.

## M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS

### for Public School Academies (PSA), Strict Discipline Academies (SDA) Urban High Schools (UHS) & Schools of Excellence (SOE)

NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better

**EFFECTIVE DATE: 07/01/12 -- MUSIC Board Approval Date: 12/15/2011**

COVERAGE	REQUIREMENTS
<b>Automobile Liability (AL) for Owned and Non-Owned Autos</b>	\$1,000,000 per accident.
	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	University must be included as Additional Insured with Primary and Non-Contributory Coverage.
See Umbrella section for higher limit requirements.	Higher limits are required if PSA/SDA/UHS/SOE has its own buses.
COVERAGE	REQUIREMENTS
<b>Workers' Compensation</b>	Must be Occurrence form.
	Statutory Limits with \$1,000,000 Employers Liability Limits.
	NOTE: Must have Alternate Employer Endorsement from ESP/MF. Schedule PSA/SDA/UHS/SOE location on the ESP/MF Contract.
Requirement for PSA/SDA/UHS/SOE when leasing employees from Educational Service Provider (ESP) or Management Firm (MF)	NOTE: If PSA/SDA/UHS/SOE is leasing employees from ESP/MF and the PSA/SDA/UHS/SOE name does not have payroll, PSA/SDA/UHS/SOE still must carry Workers' Compensation coverage including Employers' Liability
COVERAGE	REQUIREMENTS
<b>Crime</b>	Must include Employee Dishonesty coverage.
	Must include third party coverage.
	\$500,000 limit.
COVERAGE	REQUIREMENTS
<b>Umbrella</b>	Can be Claims Made or Occurrence form. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the

	Umbrella is acceptable with a \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000
	If PSA/SDA/UHS/SOE has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence.
	If PSA/SDA/UHS/SOE purchases additional Umbrella limits to meet the \$1,000,000/\$3,000,000 for E&O then they must be in addition to the required Umbrella limit.
	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	University must be included as Additional Insured with Primary and Non-Contributory Coverage.
	All coverages have to be included in the Umbrella that are in General Liability, Automobile and E&O.

**M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS**  
**for Public School Academies (PSA), Strict Discipline Academies (SDA)**  
**Urban High Schools (UHS) & Schools of Excellence (SOE)**

NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better

**EFFECTIVE DATE: 07/01/12 -- MUSIC Board Approval Date: 12/15/2011**

**ADDITIONAL RECOMMENDATIONS**

<b>COVERAGE</b>	<b>RECOMMENDATION</b>
<b>Property</b>	Limits to cover replacement for PSA/SDA/UHS/SOE's property exposures, including real and personal, owned or leased.
<b>Cyber Risk Coverage</b>	Cyber Liability addresses the first- and third-party risks regarding Internet business, the Internet, networks and other assets. Cyber Liability Insurance coverage offers protection for exposures from Internet hacking and notification requirements.
<b>Automobile Physical Damage</b>	Coverage for damage to the owned or used vehicle.

**DISCLAIMER:**

*By requiring such minimum insurance, the University and M.U.S.I.C. shall not be deemed or construed to have assessed the risks that may be applicable to every PSA/SDA/UHS/SOE's operation and related activities. Each PSA/SDA/UHS/SOE should assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage.*

**Insurance carrier(s) must have an AM Best Rating of "A - VII" or better.**

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. 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, provided that each Academy maintains its identity as first named insured. The Academy shall have a provision included in all policies requiring notice to the University Board, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the Academy shall submit within ten (10) days of insurance renewal "Acord" copies of the insurance certificate of liability insurance and public

school academy insurance verification document to the Charter Schools Director or upon request, submit copies of insurance policies binder sheets evidencing all insurance required by the Contract, and proof of naming University as additionally insured. The Academy shall properly maintain the necessary insurance certificates evidencing the insurance required by the Contract.

When changing insurance programs or carriers, the Academy must 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 Charter Schools Office.

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.

If the Academy utilizes an Educational Service Provider, the following insurance requirements apply to the Educational Service Provider and such coverages must be secured prior to providing any services or personnel to the Academy:

COVERAGE	REQUIREMENTS
<b>General or Public Liability (GL)</b>	Must be Occurrence form
	<b>Must include Sexual Abuse &amp; Molestation coverage</b>
	<b>Must include Corporal Punishment coverage</b>
	\$1,000,000 per occurrence & \$2,000,000 aggregate
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary Coverage
	<b>NOTE: Strict Disciplinary Academies must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 per occurrence</b>
COVERAGE	REQUIREMENTS
<b>Errors &amp; Omissions (E&amp;O)</b>	Must include Employment Practices Liability
	Must include Directors' and Officers' coverage
	Must include School Leaders' E&O
	Can be Claims Made or Occurrence form
	<b>If Claims Made, Retroactive Date must be the same or before date of original University-PSA contract</b>
	\$1,000,000 per occurrence & \$3,000,000 aggregate
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary Coverage
COVERAGE	REQUIREMENTS
<b>Automobile Liability (AL) for Owned and Non-Owned Autos</b>	\$1,000,000 per accident
	PSA must be included as First Named Insured



	University must be included as Additional Insured with Primary Coverage
	<b>Higher limits may be required if PSA has its own buses</b>
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Workers' Compensation</b>	Must be Occurrence Form
	Statutory Limits
	<b>NOTE: If PSA is leasing employees from ESP, ESP must have Employers' Liability with \$1,000,000 per occurrence AND Alternate Employer Endorsement naming PSA.</b>
	PSA must be included as First Named Insured
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Crime</b>	Must include Employee Dishonesty coverage
	Must be Occurrence form
	\$500,000 per occurrence
	PSA must be included as First Named Insured
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Umbrella</b>	Can be Claims Made or Occurrence form
	<b>\$2,000,000 per occurrence &amp; \$4,000,000 aggregate</b>
	<b>If PSA has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence</b>
	<b>PSA must be included as First Named Insured</b>
	<b>University must be included as Additional Insured with Primary Coverage</b>
<b>ADDITIONAL RECOMMENDATIONS</b>	
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Property</b>	Limits to cover replacement for PSA's property exposures, including real and personal, owned or leased
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Performance Bond (or Letter of Credit with Indemnification)</b>	\$1,000,000 per claim/aggregate

**Insurance carrier(s) must have an AM Best Rating of “A - VII” or better.**

The University’s insurance carrier periodically reviews the types and amounts of insurance coverages that the Academy must secure in order for the University to maintain insurance coverage for the authorization and oversight of the Academy. In the event that the University’s insurance carrier requests additional changes in coverage identified in this Section 11.2, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University’s insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.3. Legal Liabilities and Covenant Against Suit. The Academy acknowledges and agrees that it has no authority to extend the full faith and credit of the University Board, the University or any other authorizing body, or to enter into a contract that would bind the University Board or the University. The Academy also is limited in its authority to contract by

the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy hereby agrees and covenants not to sue the University Board, the University, or any of its Trustees, officers, employees, agents or representatives for any matters that arise under this Contract. The University Board and the University do not assume any obligation with respect to any Director, employee, agent, parent, guardian, student, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board or the University, or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, overseeing, suspending, terminating or revoking of this Contract, or as a result of not issuing a new Contract at the end of the term of this Contract.

Section 11.4. Lease or Deed for Proposed Single Site. Prior to entering into any lease agreement for real property, the Academy shall provide to the Charter Schools Office copies of its lease or deed for the premises in which the Academy shall operate in a form and manner consistent with the Lease Policies, which are incorporated into and be deemed part of this Contract. A copy of the final executed lease agreement shall be included in this Contract under Schedule 6. The Charter Schools Office may, from time to time during the term of this Contract, amend the Lease Policies and such amended lease policies shall automatically apply to the Academy without the need for a Contract amendment under article IX of these Terms and Conditions. The Charter Schools Office may disapprove the proposed lease agreement submitted by the Academy if the lease agreement is contrary to this Contract, the Lease Policies, or Applicable Law. Any subsequent amendment to a lease agreement shall be submitted for review by the Charter Schools Office in the same form and manner as a new lease agreement.

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

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

Section 11.5. 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 11.5. Copies of these certificates shall be incorporated into this Contract under Schedule 6.

Section 11.6. Criminal Background and History Checks; Disclosure of Unprofessional Conduct. The Academy shall comply with the Code concerning criminal background and criminal history checks for its teachers, school administrator(s), and for any other position requiring State Board approval. In addition, the Academy shall comply with the Code concerning the disclosure of unprofessional conduct by persons applying for Academy employment. This Section 11.6 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 11.7. 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. Upon receipt, the Academy shall notify the Charter Schools Office of any due process or state complaint filed against the Academy.

Section 11.8. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within three (3) business days after receipt of the funds by the Academy. Only Academy Board members or designated Academy employees may be a signatory on any Academy bank account.

Section 11.9. Nonessential Elective Courses. If the Academy Board elects to provide nonessential elective courses to part-time pupils at a nonpublic school building, the Academy shall comply with Section 166b of the State School Aid Act of 1979, as amended, MCL 388.1166b. Prior to providing instruction, the Academy Board shall ensure that the Academy has sufficient documentation to qualify for part-time pupil funding under the State School Aid Act. The provision of nonessential elective courses by the Academy shall be incorporated into Schedule 7c of this Contract by amendment pursuant to Article IX of these Terms and Conditions.

Section 11.10. Required Provisions for ESP Agreements. Any Management Agreement with an ESP entered into by the Academy must contain the following provisions:

“Indemnification of Northern Michigan University. The parties acknowledge and agree that the Northern Michigan University Board of Trustees, Northern Michigan University and its members, officers, employees, agents or representatives (collectively referred to as “the University”) are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the [insert name of Educational Service Provider] hereby promise to indemnify, defend, and hold harmless the University from and against all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines penalties, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses imposed upon or incurred by the University, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the Northern Michigan University Board of Trustees’ approval of the Academy’s application, Northern Michigan University

Board of Trustees' consideration of or issuance of a Contract, the [insert name of Educational Service Provider's] preparation for and operation of the Academy, or which are incurred as a result of the reliance by the University upon information supplied by the [insert name of Educational Service Provider], or which arise out of the failure of the [insert name of Educational Service Provider] to perform its obligations under the Contract, the Agreement or Applicable Law, as applicable. The parties expressly acknowledge and agree that the University, Northern Michigan University Board of Trustees and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against [insert name of Educational Service Provider] to enforce its rights as set forth in this Agreement."

"Agreement Coterminous With Academy's Contract. If the Academy's Contract issued by the Northern Michigan 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. [Insert name of 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 the Northern Michigan 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 [insert name of ESP] agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within 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 Department. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this agreement."

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

“Compliance with Section 12.17 of Contract Terms and Conditions. [Insert name of Educational Service Provider] shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4 of the Contract, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under Section 12.17(a) of the Contract Terms and Conditions.”

Section 11.11. Management Agreements. The Academy may enter into a Management Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For purposes of this Contract, an employee leasing agreement shall be considered a Management Agreement, and an employee leasing company shall be considered an ESP. Any Management Agreement shall state that the ESP must acquire insurance in addition to the insurance the Academy must obtain under the Contract. The coverage must be similar to the insurance coverage required for the Contract and the Management Agreement must detail the type and amount of such required coverage. Prior to entering any Management Agreement with an ESP, the Academy shall submit a copy of the final draft Management Agreement to the Charter Schools Office in a form and manner consistent with the ESP policies. A copy of the final executed Management Agreement shall be included in this Contract under Schedule 5. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended ESP policies shall automatically apply to the Academy without the need for a Contract amendment under article IX of these Terms and Conditions. The Charter Schools Office may disapprove the proposed Management Agreement submitted by the Academy if the Management Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to a Management Agreement shall be submitted for review by the Charter Schools Office in the same form and manner as a new Management Agreement.

Section 11.12. Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all individuals employed by or contracted for the Academy as teachers or school administrators a rigorous, transparent, and fair performance evaluation system that complies with Applicable Law. If the Academy enters into an agreement with an Educational Service Provider, the Academy Board shall ensure that the Educational Service Provider complies with this section.

Section 11.13. K to 3 Reading. If the Academy offers kindergarten through third grade, the Academy Board shall comply with section 1280f of the Code, MCL 380.1280f. The Academy shall ensure that all required actions, notices and filings required under section 1280f, MCL 380.1280f, are timely completed. The Master Calendar shall be updated to include the requirements set forth in section 1280f, MCL 380.1280f.

## **ARTICLE XII**

### **GENERAL TERMS**

Section 12.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand; or (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile or telegram; or (iii) upon delivery into United States mail if delivery is by postage paid first class mail. 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 University Board:

CSO Director  
Northern Michigan University  
Charter Schools  
1401 Presque Isle Avenue  
Marquette, Michigan 49855-5301

If to Outside Counsel:

Leonard C. Wolfe  
Dykema Gossett PLLC  
201 Townsend Street, Suite 900  
Lansing, Michigan 48933

If to Academy:

Board President  
Nah Tah Wahsh Public School Academy  
N14911 Hannahville B1 Road  
Wilson, Michigan 49896

If to Academy Counsel:

Joseph B. Urban  
Clark Hill PLC  
151 S. Old Woodward Ave., Suite 200  
Birmingham, Michigan 48009

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 Applicable 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 either the Academy or the University Board.

Section 12.6. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or

consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

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

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

Section 12.9. Term of Contract.

- (a) Initial Term of Contract. Except as otherwise provided in Section 12.9(b) and (c) set forth below, this Contract shall commence on the date first set forth above and shall remain in full force and effect until June 30, 2022, unless sooner terminated according to the terms hereof.
- (b) Termination of Contract During Initial Term of Contract. Consistent with the procedures set forth in this Section 12.9(b), this Contract will terminate if the Academy does not:
  - (i) By January 1, 2022, provide documentation to the University Charter Schools Office demonstrating progress toward the Educational Goals set forth in Schedule 7(b);
  - (ii) By January 1, 2022, provide documentation to the University Charter Schools Office demonstrating that the Academy has successfully implemented the Educational Program set forth in Schedule 7(c);
  - (iii) By January 1, 2022, provide documentation to the University Charter Schools Office demonstrating that the Academy has satisfied the academic, financial, and reporting requirements established by this Contract and Applicable Law; and
  - (iv) Timely deliver to the Charter Schools office any additional financial information or documentation requested by the University Board or the Charter Schools Office Director.

The Charter Schools Office Director shall notify the Academy in writing following completion of the conditions set forth in this Section 12.9(b). For good cause, the Charter Schools Office Director may extend the deadlines set forth above. If the Charter Schools Office Director determines that the Academy has not satisfied the conditions set forth in this Section 12.9(b), the Charter Schools Office Director shall issue a Contract termination letter to the Academy for failing to meet certain conditions set forth in this Section 12.9(b). The issuance of the termination letter by the Charter Schools Office Director shall automatically terminate this

Contract without any further action by either the University Board or the Academy Board. Upon issuance of the termination letter, the Charter Schools Office Director shall notify the Superintendent of Public Instruction and the Michigan Department of Education that the Contract has been terminated.

- (c) Extended Term of Contract. If the Academy satisfies the conditions set forth above in Section 12.9(b), this Contract shall be extended three (3) additional academic years and shall expire on June 30, 2025, unless sooner terminated according to the terms hereof (“Contract Term”).

Section 12.10. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify, defend and hold the University Board, the University and its Board of Trustees members, 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, which arise out of or are in any manner connected with the University Board’s receipt, consideration or approval of the Application, the University Board’s approval of the Resolution or Authorizing Resolution, legal challenges to the validity of Part 6A of the Code or actions taken by the University Board as an authorizing body under Part 6A of the Code, the University Board’s consideration of or issuance of a Contract, the Academy’s preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of governmental immunity provided under Section 7 of the Governmental Liability for Negligence Act, being MCL 691.1407 of the Michigan Compiled Laws.

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

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

Section 12.13. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board and no other person or entity, including without limitation, the Educational Service Provider. Except as otherwise provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

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



Section 12.15. University Board or CSO General Policies on Public School Academies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing University Board or CSO policies regarding public school academies which shall apply immediately, University Board or CSO general 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, provided they are not inconsistent with provisions of this Contract. Before issuing general policies under this Section, the University Board or the CSO shall provide a draft of the proposed policies to the Academy Board. The Academy Board shall have at least thirty (30) days to provide comment to the CSO on the proposed policies before such policies shall become effective.

Section 12.16. Survival of Provisions. The terms, provisions, and representations contained in Section 11.2, Section 11.3, Section 12.10, Section 12.13 and any other provisions of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.17. Information Available to the Public.

- (a) Information to be provided by the Academy. The Academy shall make information concerning its operation and management, including without limitation the information described in Schedule 4, available to the public in the same manner and to the same extent as is required for public schools and school districts under Applicable Law.
- (b) Information to be provided by Educational Service Providers. If the Academy enters into an agreement with an Educational Service Provider for operation or management of the Academy, the Management Agreement shall contain a provision requiring the Educational Service Provider to make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under subparagraph (a).

Section 12.18. Termination of Responsibilities. Upon termination or revocation of the Contract, the University Board or its designee shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract. Upon termination or revocation of the Contract, the Academy may amend its articles of incorporation or bylaws as necessary to allow the Academy Board to: (a) take action to appoint Academy Board members in order to have a quorum necessary to take Academy Board action; or (b) effectuate a dissolution, provided that the Academy Board may not amend any provision in the Academy's articles of incorporation or bylaws regarding the disposition of assets upon dissolution.

Section 12.19. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the

applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation, Part 6A of the Code and Applicable Law.

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

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

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

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

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

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

Section 12.21. Disclosure of Information to Parents and Legal Guardians.

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

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

- (i) to the Department or CEPI;
- (ii) to the student's parent or legal guardian;
- (iii) by the Academy to the University Board, University, Charter Schools Office or to the educational management organization with which the Academy has a management agreement that has not been disapproved by the University;

- (iv) by the Academy to the Academy's intermediate school district or another intermediate school district providing services to Academy or the Academy's students pursuant to a written agreement;
- (v) to the Academy by the Academy's intermediate school district or another immediate school district providing services to pupils enrolled in the Academy pursuant to a written agreement;
- (vi) to the Academy by the University Board, University, Charter Schools Office
- (vii) to a person, agency, or organization with written consent from the student's parent or legal guardian, or from the student if the student is 18 years of age;
- (viii) to a person, agency, or organization seeking or receiving records in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction;
- (ix) to a person, agency, or organization as necessary for standardized testing that measures a student's academic progress and achievement; or
- (x) in the absence of, or in compliance with, a properly executed opt-out form, as adopted by the Academy in compliance with section 1136(6) of the Code, pertaining to uses for which the Academy commonly would disclose a pupil's "directory information."

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

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

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

- (a) The Academy shall do all of the following:
  - (i) Develop a list of uses (the "Uses") for which the Academy commonly would disclose a student's directory information.
  - (ii) Develop an opt-out form that lists all of the Uses and allows a student's parent or guardian to elect not to have the student's directory information disclosed for 1 or more Uses.
  - (iii) Present the opt-out form to each student's parent or guardian within the first thirty (30) days of the school year and at other times upon request.
  - (iv) If an opt-out form is signed and submitted to the Academy by a student's parent or guardian, then the Academy shall not include the student's directory information in any of the Uses that have been opted out of in the opt-out form.

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

Section 12.23. Partnership Agreement. If the Department and State Reform Office impose a partnership agreement on the Academy, the Academy shall work collaboratively with the Department, the State Reform Office and other partners to implement the partnership agreement. In the event that a provision in the partnership agreement is inconsistent with a provision in this Contract, this Contract shall control.

Section 12.24. Statewide Safety Information Policy. The Academy shall adopt and adhere to the statewide school safety information policy required under section 1308 of the Code, MCL 380.1308. The statewide school safety information policy may also address Academy procedures for reporting incidents involving possession of a dangerous weapon as required under section 1313 of the Code, MCL 380.1313.

Section 12.25. Criminal Incident Reporting Obligation. Within twenty-four (24) hours after an incident occurs, the Academy shall provide a report to the Michigan State Police, in a form and manner prescribed by State Police, either of the following: (i) an incident involving a crime that must be reported under section 1310A(2) of the Code, MCL 380.1310A(2); or (ii) an incident, if known to the Academy, involving the attempted commission of a crime that must be reported under section 1310A(2) of the Code, MCL 380.1310A(2). Failure to comply may result in the Academy being ineligible to receive any school safety grants from the Michigan State Police for the fiscal year in which the noncompliance is discovered by State Police.

Section 12.26. Academy Emergency Operations Plan.

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

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

Section 12.27. School Safety Liaison. The Academy Board shall designate a liaison to work with the School Safety Commission created under Section 5 of the Comprehensive School Safety Plan Act created under Public Act 548 of 2018, MCL 28.805 and the Office of School Safety created under MCL 28.681. The Liaison shall be an individual employed or assigned to regularly and continuously work under contract in the school operated by the Academy. The

Liaison shall work with the School Safety Commission and the Office of School Safety to identify mode practices for determining school safety measures.

Section 12.28. New Building Construction or Renovations. The Academy shall not commence construction on a new school building or the major renovation of an existing school building unless the Academy consults on the plans of the construction or major renovation regarding school safety issues with the law enforcement agency that is or will be the first responder for that school building. School building includes either a building intended to be used to provide pupil instruction or a recreational or athletic structure or field used by pupils.

Section 12.29. Annual Expulsion Report and Website Report on Criminal Incidents. On an annual basis, the Academy Board shall do the following:

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

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

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

As the designated representative of the Northern Michigan University Board of Trustees, I hereby issue this Contract to the Academy on the date set forth above.

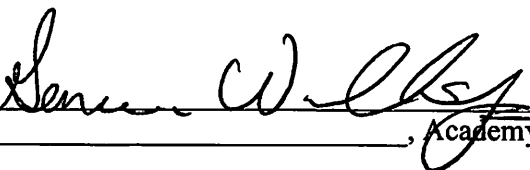
**NORTHERN MICHIGAN UNIVERSITY  
BOARD OF TRUSTEES**

By: \_\_\_\_\_  
K.C. Holder, Director, Charter Schools Office

Date: July 1, 2020

As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by of the terms and conditions of this Contract.

**NAH TAH WAHSH PUBLIC SCHOOL ACADEMY**

By:  \_\_\_\_\_, Academy Board Designee

Date: July 1, 2020

As the designated representative of the Northern Michigan University Board of Trustees, I hereby issue this Contract to the Academy on the date set forth above.

**NORTHERN MICHIGAN UNIVERSITY  
BOARD OF TRUSTEES**

By:   
R. Gavin Leach, Vice President for Finance & Administration

Date: July 1, 2020

As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by of the terms and conditions of this Contract.

**NAH TAH WAHSH PUBLIC SCHOOL ACADEMY**

By: \_\_\_\_\_  
\_\_\_\_\_, Academy Board Designee

Date: July 1, 2020

## **CONTRACT SCHEDULES**

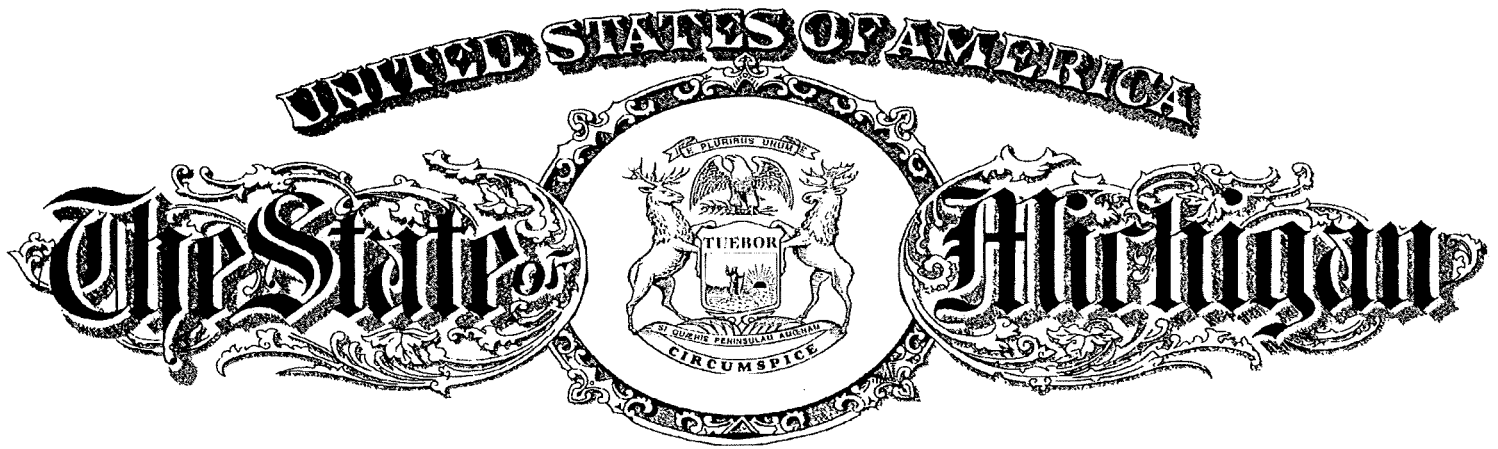
### Schedules

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**CONTRACT SCHEDULE 1**

**ARTICLES OF INCORPORATION**



Department of Licensing and Regulatory Affairs

Lansing, Michigan

*This is to Certify That*

**NAH TAH WAHSH PUBLIC SCHOOL ACADEMY**

*was validly Incorporated on October 30 , 1997 as a Michigan nonprofit corporation, and said corporation is validly in existence under the laws of this state.*

*This certificate is issued pursuant to the provisions of 1982 PA 162 to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to conduct affairs in Michigan and for no other purpose.*

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



*Sent by electronic transmission*

Certificate Number: 20061438970

*In testimony whereof, I have hereunto set my hand,  
in the City of Lansing, this 11th day of June , 2020.*

*Linda Clegg*

Linda Clegg, Interim Director

Corporations, Securities & Commercial Licensing Bureau

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

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES			
<b>RECEIVED</b>		(FOR BUREAU USE ONLY)	
Date Received	\$10.00 paid		
MAY 27 2010			
MI DEPT. OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES		<b>FILED</b>	
Name Nah Tah Wahsh Public School Academy		MAY 27 2010	
Address N14911 Hannahville B-I Road		Administrator BUREAU OF COMMERCIAL SERVICES	
City Wilson	State MI	Zip Code 49896	EFFECTIVE DATE:

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

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

Pursuant to the provisions of Act 162, Public Acts of 1982 (the "Act") and Act 362, Public Acts of 1993, being Part 6A of the Revised School Code (the "Code") the undersigned corporation executes the following Restated Articles:

1. The present name of the corporation is: Nah Tah Wahsh Public School Academy.
2. The identification number assigned by the Bureau is: 754-735.
3. The corporation has used no other names.
4. The date of filing for the original Articles of Incorporation was October 30, 1997.

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

## ARTICLE I

The name of the corporation is: Nah Tah Wahsh Public School Academy.

The authorizing body for the corporation is: Northern Michigan University Board of Trustees.

## ARTICLE II

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

1. The corporation is organized for the purpose of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.
2. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Restated Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC, or any successor law, or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.
3. To educate all students with high levels of expectation in academic performance while allowing students to explore their ancestral traditions and examine their self-spirituality.
4. To prepare students to respect and participate in both Native and non-Native culture.

## ARTICLE III

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

The value of assets which the corporation possesses is:

Real Property: \$ 113,911 (60' x 100' Pole Barn)

Personal Property: none

(The date of valuation of the above assets is as of January 30, 2010)

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

- a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
- b. Federal funds.

- c. Donations.
- d. Fees and charges permitted to be charged by public school academies.
- e. Other funds lawfully received.

#### ARTICLE IV

The address of the registered office is: N14911 Hannahville B-1 Road, Wilson, Michigan 49896.

The mailing address of the registered office is the same.

The name of the resident agent at the registered office is: Mr. Tom Miller.

#### ARTICLE V

The corporation is a body corporate and is a governmental agency pursuant to Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.

#### ARTICLE VI

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

#### ARTICLE VII

Before issuance of a contract to charter a public school academy to the corporation by the Northern Michigan University Board of Trustees (the "University Board"), the method of selection, length of term, and the number of members of the Board of Directors of the corporation shall be approved by a resolution of the University Board as required by the Code.

#### 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 board, directors, 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 Restated Articles, the corporation shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from federal income tax under section 115 of the IRC, or comparable provisions of any successor law.

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

## ARTICLE XI

These Restated Articles of Incorporation shall not be amended except by the process provided in Article IX of the Terms and Conditions incorporated as part of the Contract. This process is as follows:

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

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

Amendments to these Restated Articles of Incorporation take effect only after they have been approved by the corporation's Board of Directors and by the University Board or the Charter Schools Officer, and the amendments are filed with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services. In addition, the corporation shall file with the amendment a copy of the University Board's or Charter Schools Officer's approval of the amendment.

## ARTICLE XII

These Restated Articles of Incorporation shall become effective at the time of endorsement by the Administrator.

## ADOPTION

These Restated Articles of Incorporation were duly adopted on the 17 day of May, 2010 in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate and **do further amend** the provisions of the Articles of Incorporation and were duly adopted by the directors. The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

Signed this 17 day of may, 2010

By: Connie Sagataw

Its: President

APPROVED BY:

William Pistulka  
William Pistulka  
Charter School Officer  
Northern Michigan University

Date: May 17, 2010

**CONTRACT SCHEDULE 2**

**BYLAWS**



**AMENDED BYLAWS**  
**OF**  
**NAH TAH WAHSH PUBLIC SCHOOL ACADEMY**

**ARTICLE I**

**NAME**

This organization shall be called Nah Tah Wahsh Public School Academy (the "Academy" or the "corporation").

**ARTICLE II**

**FORM OF ACADEMY**

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

**ARTICLE III**

**OFFICES**

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

Section 2. Registered Office. The registered office of the Academy may be the same as the principal office of the Academy, but in any event must be located in the State of Michigan, and be the business office of the resident agent, as required by the Michigan Non-Profit Corporation Act. Changes in the resident agent and registered address of the Academy must be reported to the Michigan Department of Labor and Economic Growth 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 exercise any and all of the powers granted to it under the Michigan Non-Profit Corporation Act or pursuant to Part 6A of the Revised School Code ("Code"). The Academy Board may delegate such powers to the officers and committees of the Academy Board as it deems necessary, so long as such delegation is consistent with the Articles, these Bylaws, the Contract and Applicable

Law. The Academy Board may adopt policies related to the operation, administration and management of the Academy, provided such policies do not (i) violate Applicable Law; (ii) conflict with any provision of the Contract; or (iii) conflict with any policy adopted by the Northern Michigan University Board of Trustees ("University Board") or University Charter Schools Office relating to public school academies. Policies adopted by the Academy Board are not part of the Contract, and may be amended from time to time by the Academy Board without prior University Board or University Charter Schools Office approval.

Section 2. Method of Selection and Appointment. The University Board shall prescribe the methods of appointment for members of the Academy Board by resolution.

Section 3. Length of Term. The term of each Director position of the Academy Board shall be for a period of three (3) years. All appointments shall be for a period of three (3) years, except appointments made to fill the unexpired term of a vacant position.

Section 4. Number of Director Positions. The number of Director positions on the Academy Board shall not be less than five (5) nor more than nine (9), as determined from time to time by the University Board. If the Academy Board fails to maintain its full membership by making appropriate and timely nominations, the University Board or its designee may deem that failure an exigent condition under the University Board's Method of Selection and Appointment Resolution.

Section 5. Prerequisite Qualifications of Members. Before individuals become members of an Academy Board, the nominee must: (a) be recommended by a resolution and majority vote of the Academy Board, except as prescribed in subparagraph d. of method of selection and appointment; (b) submit the Application for Public School Academy Board Appointment which must include authorization to process a criminal background check; (c) be recommended for appointment by the University Charter Schools Office; (d) be appointed by the University Board or its designee; (e) take the Oath of Public Office; (f) sign and file the Oath of Public Office with the University Charter Schools Office.

The members of an Academy Board shall not include: (a) employees of the public school academy; (b) any director, officer, or employee of a service provider or management company that contracts with the academy, except as permitted under Applicable Law; (c) a Northern Michigan University official or employee, as a representative of Northern Michigan University.

Section 6. Oath of Public Office. All members of the Academy Board must take the constitutional oath of office and sign the Oath of Public Office. No appointment shall be effective prior to the filing of the Oath of Public Office with the University Charter Schools Office.

Section 7. Tenure. Each Director shall hold office until the Director's replacement, death, resignation, removal or until the expiration of the term, whichever occurs first.

Section 8. Removal. If it is deemed to be in the best interest of the Academy or the University, the University Board reserves the right to remove a member of the Academy Board. The process is as follows:

(a) If the University Charter Schools Officer determines that the removal of an Academy Board member is in the best interest of the University and the Academy, the University Charter Schools Officer shall prepare a report and recommendation for the University Provost and Vice President for Academy Affairs.

(b) If the action is deemed advisable by the University Provost and Vice President for Academic Affairs, the University Provost and Vice President for Academic Affairs shall immediately, on a temporary basis, suspend the Academy Board member and submit a recommendation concerning removal to the University Board at its next meeting.

(c) At its next meeting, the University Board will review the recommendation and supporting documentation and determine whether the Academy Board member's removal shall be permanent or if the Academy Board member should be reinstated. The University Board's decision will be final and is not subject to appeal.

Section 9. Resignation. Any Director may resign at any time by providing written notice to the corporation or by communicating such intention (orally or in writing) to the University Charter Schools Office. Notice of resignation will be effective upon receipt or at a subsequent time if designated in a written notice. A successor shall be appointed as provided in Section 2 of this Article.

Section 10. Board Vacancies. An Academy Board vacancy shall occur because of death, resignation, removal, failure to maintain residency in the State of Michigan, disqualification or as otherwise specified in the Code. Any vacancy shall be filled as provided in Section 2 of this Article.

Section 11. Compensation. A Director of the Academy shall serve as a volunteer Director. By resolution of the Board, the Directors may be reimbursed for their reasonable expenses incident to their duties.

## ARTICLE V

### MEETINGS

Section 1. Annual and Regular Meetings. The Academy Board shall hold an annual meeting each year. The Academy Board must provide, by resolution, the time and place, within the State of Michigan, for the holding of regular monthly meetings.

Section 2. Special Meetings. Special meetings of the Academy Board may be called by the President or any two members of the Board. 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.

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, mailed, sent by facsimile or electronic mail to each Director at the Director's business address. Any Director may waive notice of any meeting by written statement, facsimile or electronic mail sent by the Director, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4. Quorum. In order to legally transact business, the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

<u># of Academy Board Positions</u>	<u># Required for Quorum</u>
Five (5)	Three (3)
Six (6)	Four (4)
Seven (7)	Four (4)
Eight (8)	Five (5)
Nine (9)	Five (5)

Section 5. Manner of Acting. The Academy Board shall be considered to have "acted" when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

<u># of Academy Board Positions</u>	<u># for Quorum</u>	<u># Required to Act</u>
Five (5)	Three (3)	Three (3)
Six (6)	Four (4)	Four (4)
Seven (7)	Four (4)	Four (4)
Eight (8)	Five (5)	Five (5)
Nine (9)	Five (5)	Five (5)

Section 6. Open Meetings Act. All meetings of the Academy Board shall at all times be in compliance with the Open Meetings Act, including that the Academy Board shall provide notice of the annual and all regular and special meetings as required by 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 the 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 shall 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 that no committee shall be empowered to (i) fill any vacancy in the officers of the Academy Board or committees created pursuant to this Section; (ii) amend the Articles of Incorporation or Bylaws; or (iii) take 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 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 interest 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 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, 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 to 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 Academy 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 Academy Board 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 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 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 Northern Michigan University or impose any liability on Northern Michigan University, its trustees, officers, employees or agents.

Section 2. Loans. No loans shall be contracted on behalf of the Academy and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. The Academy Board may authorize any officer or officers of the Academy to execute a loan or other evidence of indebtedness in the name of and behalf of the corporation. 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 Northern Michigan University or impose any liability on Northern Michigan 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 any 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 the financial institution is eligible to be a depository of surplus funds under Section 1221 of the Revised School Code, being Section 380.1221 of the Michigan Compiled Laws.

Section 5. Voting of Gifted, Bequested 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 the Academy may be voted at any meeting of security holders of such other corporation by the President of the Academy 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 the Academy 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 the Academy shall be executed in the name of the Academy by the President, the Secretary or the Treasurer of the Academy 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 the Academy shall have full right, power and authority to vote the share or other securities issued by such other corporation and owned by the Academy the same as such shares or other securities might be voted by the Academy. This section shall in no way be interpreted to permit the Academy 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 Academy.

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 15.321 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 Amended Bylaws may be altered, amended or repealed and new Amended 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 Amended Bylaws and applicable law, and (b) the written approval of the changes or amendments by the University Charter Schools Officer. In the event that a proposed change is not accepted by the University Charter Schools Officer, the University Board shall consider and vote upon a change proposed by the corporation following an opportunity for a written presentation to the University Board by the Academy Board. These Amended Bylaws and any amendments to them take effect only after they have been approved by both the Academy Board and by the University Charter Schools Officer or the University Board.

## **ARTICLE XII**

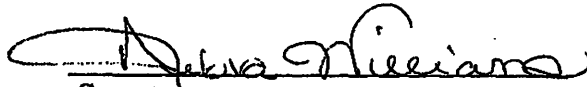
### **TERMS AND CONDITIONS DEFINITIONS**

The definitions set forth in the Terms and Conditions incorporated as part of the Contract shall have the same meaning in these Amended Bylaws.


### CERTIFICATION

The Academy Board certifies that these Amended Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 16 day of June, 2010.

The Academy Board further certifies that these Amended Bylaws were provided to the Academy Board by the University Board and that a copy of the executed Amended Bylaws are being presented to the University Charter Schools Officer for approval.

  
Secretary

### APPROVED BY:



Northern Michigan University  
Charter Schools Officer

Dated: June 15, 2010.

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

### **SCHEDULE 3**

#### **FISCAL AGENT AGREEMENT**

This Agreement is part of the Contract issued by the Northern Michigan University Board of Trustees ("College Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to the Nah Tah Wahsh Public School Academy (the "Academy"), a public school academy.

#### **Preliminary Recitals**

WHEREAS, pursuant to the Code and the Contract, the College Board, as authorizing body, is the fiscal agent for the Academy, and

WHEREAS, the College Board is required by law to forward any State School Aid Payments received from the State of Michigan ("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 has not been deemed ineligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, being Section 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement.

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

"Other Funds" means any other public or private funds which the Academy receives and for which the College Board voluntarily agrees to receive and transfer to the Academy.

"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 State School Aid Act of 1979, as amended.

“State” means the State of Michigan.

“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.

## ARTICLE II

### FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The College Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the College Board and the Academy may also agree that the College Board 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 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) business 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 Academy Board 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 membership 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 directs that a portion of the Academy's 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 Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to 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, 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 by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to 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. The Academy may expend funds that it receives from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy Board to be 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 or applicable State Board rules.

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. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, 2020, and annually thereafter, a written report dated as of August 31 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 which the College Board receives 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 of 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 Applicable Law or 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.

Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by Northern Michigan University Board of Trustees to the Nah Tah Wahsh Public School Academy.

BY: Deborah M. Roberts

Deborah M. Roberts, Director  
Bureau of State and Authority Finance  
Michigan Department of Treasury

Date: March 24, 2020



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

## **SCHEDULE 4**

### **OVERSIGHT AGREEMENT**

This Agreement is part of the Contract issued by the Northern Michigan University Board of Trustees ("College Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to the Nah Tah Wahsh Public School Academy (the "Academy"), a public school academy.

#### **Preliminary Recitals**

WHEREAS, the College 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.

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

"Charter Schools Office" means the office designated by the College Board as the initial point of contact for public school academy applicants and public school academies authorized by the College Board. The Charter Schools Office is responsible for administering the Oversight Responsibilities with respect to the Contract.

"Oversight Responsibilities" means the College Board's oversight responsibilities set forth in Section 2.01 of this Agreement.

"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 State School Aid Act of 1979, as amended.

## ARTICLE II

### OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

Section 2.01. Oversight Responsibilities. The Charter Schools Office, as it deems necessary to fulfill the College Board's Oversight Responsibilities, may undertake the following:

- a. Conduct a review of the Academy's audited financial reports as submitted, including the auditor's management letters, and report to the College Board any exceptions as well as any failure on the part of the Academy to meet generally accepted public sector accounting principles.
- b. Conduct a review of the records, internal controls or operations of the Academy to determine compliance with the Contract and Applicable Law.
- c. Conduct a meeting annually between the Academy Board of Directors and a designee of the College Board to determine compliance with the Contract and Applicable Law.
- d. Institute action pursuant to the terms of the Contract to 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, whether the Academy has met or is achieving its targeted educational goals and applicable academic performance standards set forth in the Contract.
- 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 Department of Licensing and Regulatory Affairs, Bureau of Construction Codes and the Bureau of Fire Services, and local health departments.
- h. Determine whether the Academy has failed to abide by or meet the educational goals or applicable academic performance standards as set forth in the Contract.
- i. Provide supportive services to the Academy as deemed necessary and/or appropriate by the College Board or its designee.
- j. Evaluate whether the Academy appropriately administers all optional or statutorily mandated assessments pursuant to the Academy's student population, goals and programs.
- k. Take other actions, as authorizing body, as permitted or required by the Code.

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

- a. Submit information to the Charter Schools Office in accordance with the Master Calendar of Reporting Requirements adopted by the Charter Schools Office. The Master Calendar may be amended from time to time as deemed necessary by the Charter Schools Office Director.
- b. Submit quarterly financial reports to the Charter Schools Office in a form and manner determined by the Charter Schools Office. Submit other financial reports as established by the Charter Schools Office.
- c. Permit inspection of the Academy's records and/or premises at any reasonable time by the Charter Schools Office.
- d. Report any litigation or formal proceedings alleging violation of any Applicable Law by the Academy to counsel for the College Board as designated in Article XII of the Terms and Conditions.
- e. Upon request, provide copies of information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, or State Board of Education to the Charter Schools Office.
- f. Provide proposed minutes of all Academy Board of Directors' meetings to the Charter Schools Office no later than ten (10) business days after such meeting, and provide approved final minutes to the Charter Schools Office within five (5) business days after the minutes are approved.
- g. Submit to the Charter Schools Office prior to the issuance of the Contract, copies of insurance policies evidencing all insurance as required by the Contract.
- h. Submit to the Charter Schools Office a copy of the Academy's lease, deed or other purchase arrangement for its physical facilities as required by the Contract.
- i. Submit to the Charter Schools Office, copies of all fire, health and safety approvals required by Applicable Law for the operation of a school.
- j. Submit annually to the Charter Schools Office, the dates, times and a description of how the Academy will provide notice of the Academy's pupil application and enrollment process. The Academy's pupil application and enrollment admission process must be conducted in a fair and open manner in compliance with the Contract and the Code. At a minimum, the Academy shall make a reasonable effort to advertise its enrollment openings by newspaper, mail, media, internet or other acceptable communication process. All Academy notices of the open enrollment period must include language that the open enrollment period includes

evening and weekend times for enrolling students in the Academy. In addition, the Academy must set forth in all public notices the date for the holding of a random selection drawing if such a drawing becomes necessary.

k. Upon receipt from the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes and the Bureau of Fire Services, the Academy shall submit to the Charter Schools Office a copy of any Certificate of Occupancy approval for the Academy's school facility outlined in Schedule 6. The Academy shall not occupy or use the school facility identified in Schedule 6 until such facility has been approved for occupancy by the Bureau of Construction Codes and the Bureau of Fire Services or other local authorized building department.

l. Submit to the Charter Schools Office copies of ESP agreements, if any, in compliance with the Contract and the Code.

m. By July 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 Charter Schools Office of any changes to the Academy Board public meeting schedule.

n. Prior to December 31 of each year and whenever necessary thereafter, the Academy Board shall approve and submit a revised operating school budget that includes, without limitation, the following: (i) the total projected amount of state school aid revenues based on the Academy's September pupil membership count; (ii) revised personnel costs; (iii) any start-up expenses incurred by the Academy; and (iv) the total amount of short-term cash flow loans obtained by the Academy. The Academy will make budget revisions in a manner prescribed by law. Within thirty (30) days of the Academy Board approving the budget (original and amended, if applicable), the Academy shall place a copy of that budget on the Academy's website within a section of the website that is accessible to the public.

o. Unless the Charter Schools Office submits, within 5 days of submission, a copy of the budgetary assumptions submitted by the Academy to the Center for Educational Performance and Information (CEPI) and confirm that the submitted budgetary assumptions were used in the adoption of the Academy's annual budget.

p. Submit copies to the Charter Schools Office of any periodic financial status reports required of the Academy by the Department of Treasury.

q. Provide copies of notices, reports and plans, including deficit elimination or enhanced deficit elimination plans, to the Charter Schools Office under Section 1220 of the Code.

To the extent that any dates for the submission of materials by the Academy under Section 2.02

conflict with dates set forth in the Master Calendar, the dates in the Master Calendar shall control.

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

### **ARTICLE III**

#### **RECORDS AND REPORTS**

Section 3.01. Records. 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 Charter Schools Office.

### **ARTICLE IV**

#### **MISCELLANEOUS**

Section 4.01. Administrative Fee. The Academy agrees to pay to the College Board an administrative fee of 3% of the State School Aid Payments received by the Academy. This fee shall be retained by the University Board from each State School Aid Payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for overseeing the Academy's compliance with the Contract and all Applicable Law and other related activities for which compensation is permissible. If the Academy elects to enter into a contract for an administrative review with the Charter Schools Office, the costs of performing an administrative review shall not be part of the administrative fee under this section but shall be an added service provided by the Charter Schools Office to the Academy on a fee for service basis, as authorized under the Code.

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 College Board by this Agreement.

Section 4.03. Audit and Evaluation. The Academy:

- a. hereby authorizes the Charter Schools Office to perform audit and evaluation studies using Academy data including, but not limited to, personally identifiable information about the Academy's students and staff submitted by the Academy to agencies including, but not limited to, Center for Educational Performance and Information ("CEPI"), Office of Educational Assessment and Accountability ("OEAA") and the Michigan Department of Education ("MDE"). Pursuant to this authorization, the Charter Schools Office shall abide by the regulations that govern the use of student data within the Family Educational Rights and Privacy Act (FERPA - 34 CFR Part 99), the Michigan Identity Theft Protection Act of 2004, and the Privacy Act of 1974.

b. shall upon request, provide the Charter Schools Office with copies or view access to data, documents or information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, the State Board of Education, the Center for Educational Performance and Information, the Michigan DataHub or any other state or federal agency.

Section 4.04. Fiscal Stress Notification from State Treasurer. If the State Treasurer notifies the Academy that the State Treasurer has declared the potential for Academy financial stress exists, the Academy shall provide a copy of the notice to the Charter Schools Office. Within fifteen (15) days of receipt of the notification from the Academy, the Charter Schools Office Director shall notify the Academy whether the Charter Schools Office is interested in entering into a contract to perform an administrative review for the Academy. The parties shall consult with the Department of Treasury on the development of the contract and the contract for administrative review shall comply with the Code. If the College is not interested in performing an administrative review or the parties are unable to reach agreement on an administrative review, the Academy shall consider entering into a contract for an administrative review with an intermediate school district. Nothing in this section shall prohibit the Academy from electing to enter into a contract for an administrative review with an intermediate school district. Nothing in this section shall require the Academy from electing to enter or not enter into a contract for an administrative review with the University or an intermediate school district.

## ARTICLE V

### TRANSPARENCY PROVISION

Section 5.01. Information to Be Made Publicly Available by the Academy and ESP.

A. Information to Be Made Publicly Available by the Academy. The following described categories of information are specifically included within those to be made available to the public and the Charter Schools Office by the Academy in accordance with Section 12.17(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. Copies 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 Charter Schools Office
11. Copy of curriculum and other educational materials given to the Charter Schools Office
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 ESP Agreement(s)
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
29. Proof of insurance as required by the Contract



30. Any other information specifically required under the Code

B. Information to Be Made Publicly Available by the ESP. 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 12.17(b) of the Terms and Conditions:

1. Any information needed by the Academy in order to comply with its obligations to disclose the information listed under Section 5.01(A) above.

**CONTRACT SCHEDULE 5**

**DESCRIPTION OF STAFF RESPONSIBILITIES**

## **DESCRIPTION OF STAFF RESPONSIBILITIES**

Principal .....	5-2
Director of Student Support Services .....	5-4
K-12 School Guidance Counselor .....	5-7
Teacher.....	5-10
Title I Teacher.....	5-13
Management Agreement.....	5-16

TITLE: Principal

DATE: November 14<sup>th</sup>, 2018

DEPARTMENT: Nah Tah Wahsh Public School Academy

POSITION TYPE: Exempt, Full-time, 52 week position.

SUPERVISION RECEIVED: School Superintendent and/or Board of Education

SUPERVISION EXERCISED: All professional and support personnel at the Nah Tah Wahsh PSA and the Hannahville Indian School

QUALIFICATIONS: Minimum of a Master's Degree from an institution acceptable to the Michigan State Board of education. Certified in the State of Michigan as a K-12 building administrator.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- (1) Conduct Classroom Observations and Teacher Evaluations according to Michigan Law.
- (2) Keep Superintendent informed about significant accomplishments, needs, and problems in areas of administration, personnel, instruction, operations and school-community relations.
- (3) Responsible for developing the school's annual School Improvement Plan and completing / submitting the Consolidated Application, Title I, II, IV & VI applications within deadlines.
- (4) Attend all school board meetings
- (5) Make sure all required data and documents are submitted in Epicenter, CEPI, IndStar and other data collecting applications we are required to submit for both state and federal entities.
- (6) Works with the Athletic Director to coordinate our annual sports programs.
- (7) Works with the Transportation Director to coordinate our transportation needs.
- (8) Oversees the summer learning programs.
- (9) Assist in the development and implementation of Board policies and Administrative procedures.
- (10) Ensure that safe and hygienic conditions prevail throughout the school.
- (11) Responsible for all fire and other emergency drills.
- (12) Responsible for planning the school calendar.
- (13) Plans and organizes District Provided Professional Development.
- (14) Oversees the Behavior Management Programs.
- (15) Attends the monthly ISD Principal's meeting in Escanaba and any required NMU Charter School and BIE workshops and meetings.
- (16) Create a culture of excellence, teamwork and collaboration amongst the staff, teachers, students and families.
- (17) Ensure compliance with all local, state and federal funding sources.
- (18) Ensure appropriate standards of student behavior, performance, and attendance.
- (19) Implement data-driven instructional practices and lead discussions about student performance.

- (20) Responsible for substitute teacher placement / online absence system.
- (21) Responsible for teacher/staff recruitment, hiring and termination.
- (22) Works collaboratively with our Instructional Leadership Team to continue the development of our curriculum map.

**PERIPHERAL DUTIES:** Related duties as assigned by the administrator/superintendent or Board of Education.

**PHYSICAL DEMANDS:** Must be physically and mentally capable to successfully perform the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**WORK ENVIRONMENT:** Work is performed in a typical office setting located in a school, as well as a classroom environment. May involve some travel including overnight. The noise level is usually moderately quiet, pleasant and comfortable with little or no exposure to injury or other health hazards.

**SELECTION GUIDELINES:** Completed employment application and resume if desired, rating of education and experience; oral interview and reference check; job related tests may be required.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer and requirements of this job change.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **POSITION DESCRIPTION**

**TITLE:** Director of Student Support Services

**DATE:** April 2013

**DEPARTMENT:** Nah Tah Wahsh PSA

**DATE REVISED:** October 2015

**POSITION SUMMARY:** As a member of the Administrative Team, the Director of Student Support Services works with all staff to provide academic and behavioral guidance and support to all staff members. Working in conjunction with the Director of Instructional Services, the Director of Student Support Services is also the Title I School/District Coordinator, the School-Wide MTSS Coordinator, and the Early Childhood/Birth-to-5 Early Intervention and FACE Co-Coordinator. This is a 12 month position with full time benefits.

**SUPERVISION RECEIVED:** Superintendent

**SUPERVISION EXERCISED:** Title I Teacher, Title I Teaching Assistants, All K-12 Instructional Staff, FACE Staff,

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Assist in promoting the educational development of each student
- Assist in maintaining an effective learning climate in the school
- Assist in facilitation of school activities
- Prepare and submit budgets and monitor expenditures for all programs under supervision
- Order supplies and equipment (Purchase Requisitions) as appropriate
- Supervise the maintenance of required records and reports
- Assist in development of school policies
- Maintain positive, active relationships with students, parents, and staff
- Attend school-sponsored activities as appropriate
- Assist in recruiting, screening, hiring, training, and evaluating school personnel
- Assist with regular staff meetings/professional development, as appropriate
- Assist in maintaining school/community relations through newsletters, phone calls, parent nights, newspaper, etc.
- Attend/assist School Improvement meetings
- Evaluate paraprofessionals annually
- Assist in conduction of regular walk-through of classes and informal classroom observations
- Assist in conducting fire/severe weather and lock-down drills; Emergency Preparedness Plan
- Assist in facilitation of parental involvement activities

### **ESSENTIAL DUTIES AND RESPONSIBILITIES as Title I Coordinator:**

- Ensure the Title I program meets the legal requirements of both the BIE and MDE
- Prepare and submit yearly consolidated applications to the Bureau of Indian Education and Michigan Department of Education
- Work with the Academic Services Coordinator and the Director of Finance to prepare budgets
- Supervise, train and support the Title I Teacher and Title I Teaching Assistants
- Assist in facilitating submission and data requirements from MDE, Title I, AdvancEd Reports, BIE, Native Star, and other outside agencies
- Collect, maintain and update student data within various software systems and online websites used for screenings and progress monitoring
- Facilitate grade level data review meetings on a bi-monthly basis where data are analyzed, disaggregated, and organized
- Assist instructional staff in using data to guide instruction, use differentiated instructional strategies, and provide tiered interventions within each classroom
- Attend all trainings required to implement new materials, as needed, and provide implementation support to instructional staff
- Develop and provide ongoing support for curriculum pacing guides in collaboration with grade level teachers
- Actively participate in the development, implementation and evaluation of the School-wide School Improvement Plan and work collaboratively to achieve the overall purposes of the school
- Order (do Purchase Requisitions) supplies and equipment
- Attend all necessary trainings and Title I meetings

- Provide communication and updates to all staff regarding Title I progress, programs, and events
- Maintain effective home and school communications to support student success
- Keep communication open for parent questions and concerns regarding the Title I process and program

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES as FACE Co-Coordinator:**

- Works with and supports the FACE Center and Home-Based Co-Coordinator and the FACE Team to develop, publicize, and carry out the FACE program in the local community. Supports could be in the following areas:
  - Develop and maintain written policies and maintain a record keeping system for all FACE responsibilities
  - Share information about community resources and further academic opportunities in order to link families to appropriate resources
  - Share information explaining the program's eligibility requirements and available services
  - Maintain open communications with the FACE National Coordinator and the partnering organizations, Parents as Teachers and National Center for Family Literacy
  - Conduct an annual program review, utilizing FACE Implementation Standards and creating an Action Plan for program improvement
  - Manage the budget; approve purchases of materials for instruction, teaching supplies, classroom equipment and other necessary tools for program implementation
  - Develop, update, and provide summary statistical data on the overall success of families, problems that need to be addressed systematically, and similar summative and formative evaluation information
  - Send necessary data to Research & Training Associates in a timely fashion
  - Prepare and submit annual FACE application for continued funding
- Meet on a regular basis with the FACE Team to support all matters of importance related to the FACE classroom and families and coordinate with other early childhood and related programs in the local community that meet the identified needs of parents and children
- Assure the FACE staffing requirements are met for Parent Educators, Adult Education Teacher, Early Childhood Teacher, and Co-Teacher and all staff meet annual training requirements

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES as Birth-5 Special Needs Coordinator:**

- Work with the School Nurse to facilitate Child Find (Discover Your Child)
- Facilitate hiring of Speech Therapist for Birth-5 services
- Work with the Birth-5 Speech Therapist to oversee services to special needs children, birth to 5
- Attends meetings and necessary trainings as appropriate
- Facilitate parent trainings, as needed
- Work with Director of Finance to ensure Part C and Part B program requirements are met
- Collaborate with other agencies and programs (DSISD, Early On, Healthy Start, FACE, Head Start, Early Head Start, etc.)

#### **PERIPHERAL DUTIES:**

- Attend staff meetings
- Attend staff professional learning events
- May be required to use personally owned vehicle for school business
- Other duties, as assigned by Superintendent

#### **DESIRED QUALIFICATIONS:**

**Education:** Master's Degree with a valid Michigan Teaching Certificate, Administration Endorsement is preferred

**Experience:** Previous teaching and administration experience; experience working with parents is preferred

**Knowledge:** Title I program requirements (BIE and MDE), K-12 instructional and curriculum standards, K-12 academic and behavioral strategies, MTSS, Early Childhood intervention strategies, knowledge of early childhood and adult learners

#### **Skills and Abilities:**

- Cultural awareness and appreciation
- Expert knowledge of effective instruction, curriculum, and best practices
- Knowledge of the use of assessments and assessment data to inform instruction and prescribe tiered instructional intervention plans for students

- Ability to evaluate instructional programs and teaching effectiveness
- Ability to manage budget and personnel
- Knowledge of the use of technology to support instruction
- Ascribes to the philosophy that all children can succeed and demonstrates the commitment to do what is necessary to make this a reality
- Professionalism
- Ability to implement policies and procedures
- Eagerness to learn
- Willingness to attend training and staff development sessions
- Flexibility and creativity
- Pleasant personality and a sense of humor
- Eagerness to work with both children and parents
- Eager and able to work in a team setting
- Ability to maintain records as required
- Respect for students
- Able to maintain confidentiality

**TOOLS AND EQUIPMENT USED:**

Computer, Smart Board, iPad, digital camera, TV/VCR, fax machine, copy machine, etc.

**PHYSICAL DEMANDS:**

Must be physically and mentally capable to successfully perform the essential functions of this position Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

**WORK ENVIRONMENT:**

Work is performed in a classroom environment within a school. May involve some travel including overnight and use of personal vehicle. The noise level is usually moderately quiet. The environment is moderately comfortable with little or no exposure to injury or other health hazards.

**SELECTION GUIDELINES:**

Letter of application and resume, proof of teacher certification, oral interview and background and reference checks, rating of education and experience, job related tests may be required

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer or if the requirements of this position change.

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
(Employee)

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
(Supervisor)

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
(Director)



## POSITION DESCRIPTION

TITLE: K-12 School Guidance Counselor

DATE: June 2005

DEPARTMENT: Nah Tah Wahsh PSA

DATE REVISED: April 2015

### POSITION SUMMARY:

This full time 12 month position provides assistance and guidance in educational programming to students for career planning and exploration, self-development and career/ technical development.

SUPERVISION RECEIVED: Director of Instruction

SUPERVISION EXERCISED: None

### REQUIRED QUALIFICATIONS:

Bachelor's Degree with a valid Michigan Certification K-12 Guidance Counselor, valid Michigan drivers' license

### ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Attend all appropriate staff meetings, professional in-services, etc. deemed necessary
- Facilitate the four program components: Guidance curriculum (K-12); individual planning; responsive services; and systems support per the Michigan Comprehensive Guidance and Counseling Program
- Counsels all student transfers, withdrawals and student records of regular education students and counsels students involved in these moves
- Monitor and maintain regular education student permanent and cumulative CA -60 files and interpret those files to authorized persons when necessary
- Handle regular education student scheduling responsibilities for grades 9 – 12 and updates graduation audits, providing related assistance to parents and staff as needed
- Facilitate the preparation and mailing of midterm progress reports, and quarterly report cards
- Schedule and administer achievement, aptitude, and vocational interest instruments and interpret and communicate test results to parents, students, and staff
- Plan, facilitate, and schedule field trips relating to post-secondary placement, career exploration and vocational placement (job shadowing experiences, campus tours, recruitment fairs, etc.)
- Schedule visits and presentations by post-secondary representatives, recruiters, etc.
- Consult and assist Family School Connection Specialist, if needed
- Assist school social worker in counselling students on an individual basis, or small groups, in the solution of personal problems and interpersonal conflicts related to home, school and family, including the emotional , personal, academic, and behavioral difficulties which interfere with educational or personal development and make referrals for professional services when necessary and appropriate
- Present lessons and appropriate curriculum relevant to the three content areas of: career planning and exploration; knowledge of self and other; and education/career –technical

development per the Michigan Comprehensive Guidance and Counseling Program as needed

- Be available as teacher of record for summer school (if needed and where appropriate)
- Provide direction and assistance to students in educational programming and academic progress
- Coordinate Required Activities Associated with Superintendent's Drop-Out Challenge and McKinney-Vento
- Plan and coordinate yearly activities to include the following:
  - Financial Aid Programs, to include Indian Tuition Waiver
  - Scholarship Applications
  - Assist in Graduation and Related Senior Activities
  - Field Trips to Local Career Fairs

**PERIPHERAL DUTIES:** Other duties as assigned or as deemed necessary

**DESIRED QUALIFICATIONS:**

**Experience:** Must have at least 3 years (nonspecific teaching experience)

**Knowledge:**

Must have knowledge of Michigan Comprehensive Guidance and Counseling Program, Michigan colleges, universities, and technical programs, financial aid programs, etc.

**Skills and abilities:**

- Must be able to recognize, accept, and properly access channels of authority and supervision
- Must be able to work in a properly collegial and professional relationship with co-workers
- Must have strong organizational and planning skills
- Must have effective verbal and written communication skills
- Cultural awareness and appreciation
- Ascribes to the philosophy that all children can succeed and demonstrates the commitment to do what is necessary to make this a reality
- Professionalism
- Supervisory Skills
- Eagerness to learn
- Willingness to attend training and staff development sessions
- Flexibility and creativity
- Pleasant personality and a sense of humor
- Eagerness to work with both children and parents
- Eager and able to work in a team setting
- Ability to maintain records as required
- Respect for students
- Able to maintain confidentiality

**TOOLS AND EQUIPMENT USED:** Telephone, personal computer, iPad, copy machine, FAX machine, scanner, digital camera, and InFocus Projector.

**PHYSICAL DEMANDS:** Prospective employee must be physically and mentally comparable to perform the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**WORK ENVIRONMENT:** The work environment characteristics here are representative of those an employee encounters while performing the essential functions. The noise level is usually moderately quiet, pleasant and comfortable with little or no exposure to injury or other health hazards.

**SELECTION GUIDELINES:** Completed employment application and resume, rating education and experience; oral interview and reference check. State and federal background check to comply with P.L. 99-570 "Indian Alcohol and Substance Abuse Prevention and Treatment Act and P.L. 101-647 "Crime Control, Child Care Worker-Employee Background Checks of 1990"

Employment selection made in accordance with the Hannahville Indian Community Tribal Employment Rights Ordinance (TERO) Title IV Chapter 3.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statement of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the positions.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer and as requirements of a job change.

Signature \_\_\_\_\_  
(Employer)

Date \_\_\_\_\_

Signature \_\_\_\_\_  
(Supervisor)

Date \_\_\_\_\_

Signature \_\_\_\_\_  
(Director)

Date \_\_\_\_\_

## **POSITION DESCRIPTION**

**TITLE:** Teacher

**DATE:** August 2005

**DEPARTMENT:** Nah Tah Wahsh PSA

**DATE REVISED:** April 2015

### **POSITION SUMMARY:**

Organize, direct, supervise, and guide students in the educational process within the framework of the philosophy of the Nah Tah Wahsh PSA and Hannahville Indian School

**SUPERVISION RECEIVED:** Director of Instruction

**SUPERVISION EXERCISED:** Instruction to Students

### **REQUIRED QUALIFICATIONS:**

Valid Michigan Teacher Certificate; Minimum of a Bachelor's Degree with education as a major area of study; Attainment of Highly Qualified Teacher status for teaching position placement

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Plan a program of study that meets the needs, interests, and abilities of the students
- Create a classroom atmosphere and environment that is conducive to learning and appropriate to the maturity and interest of the students
- Guide the learning process toward the achievement of curriculum goals
- Establish clear objectives for all lesson, units, and projects to communicate these objects to the students
- Employ instructional methods and materials that are most appropriate for meeting stated objectives
- Talk all necessary and reasonable precautions to protect students, equipment, materials and facilities
- Assist administration in implementing all policies and/or rules governing student behavior in the classroom, develop reasonable rules of classroom behavior and procedures, and maintain order in the classroom in a fair and just manner
- Strive to maintain and improve professional competence
- Attend and participate in staff meetings and serve on staff committees as required
- Cooperate with other members throughout the staff in planning instructional goals, objectives, and methods
- Assist in the selection of books, equipment, and other instructional materials
- Accept a share of responsibility for co-curricular activities as assigned
- Establish and maintain cooperative relations with others
- Be responsible to conform to the master agreement between the Hannahville Indian Community, the Hannahville School Board of Education, and the Nah Tah Wahsh PSA School Board of Education

- Perform all other reasonable and related duties as directed by the Director of Instruction, administrator, and/or the board of education, which are not in violation of the master contract under which the employee works, the Nah Tah Wahsh PSA/ Hannahville Indian School policies, rules, and regulations

#### **PERIPHERAL DUTIES:**

Related duties as assigned by the administrator, superintendent, or the Nah Tah Wahsh PSA Board of Education

#### **DESIRED QUALIFICATIONS:**

- Cultural awareness and appreciation
- Expert knowledge of effective instruction and best practices
- Knowledge of the use of assessments and assessment data to inform instruction and prescribe tiered instructional intervention plans for students
- Knowledge of research based instructional strategies and the ability to implement them effectively
- Knowledge of the use of technology to support instruction
- Ascribes to the philosophy that all children can succeed and demonstrates the commitment to do what is necessary to make this a reality
- Professionalism
- Supervisory Skills
- Eagerness to learn
- Willingness to attend training and staff development sessions
- Flexibility and creativity
- Pleasant personality and a sense of humor
- Eagerness to work with both children and parents
- Eager and able to work in a team setting
- Ability to maintain records as required
- Respect for students
- Able to maintain confidentiality

#### **TOOLS AND EQUIPMENT USED:**

Computer, Smart Board, iPad, digital camera, TV/VCR, fax machine, copy machine, etc.

#### **PHYSICAL DEMANDS:**

Must be physically and mentally capable to successfully perform the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

#### **WORK ENVIRONMENT:**

Work is performed in a classroom environment within a school. May involve some travel including overnight and use of personal vehicle. The noise level is usually moderately quiet. The environment is moderately comfortable with little or no exposure to injury or other health hazards.

**SELECTION GUIDELINES:**

Letter of application and resume, proof of teacher certification, oral interview and background and reference checks, rating of education and experience, job related tests may be required

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer or if the requirements of this position change.

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
(Employee)

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
(Supervisor)

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
(Director)

## **POSITION DESCRIPTION**

**TITLE:** Title I Teacher **DATE:** November 2000

**DEPARTMENT:** Title I / Nah Tah Wahsh PSA **DATE REVISED:** April 2015

**POSITION SUMMARY:** The Title I Teacher ensures the Title I program meets the legal requirements of both the Bureau of Indian Education and the State of Michigan.

**SUPERVISION RECEIVED:** Academic Services Coordinator

**SUPERVISION EXERCISED:** Title I Teaching Assistants

**PAY/WORK SCHEDULE:** Position follows the school calendar, Nah Tah Wahsh teacher schedule, and the Nah Tah Wahsh teacher pay scale.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Prepare and submit yearly consolidated applications to the Bureau of Indian Education and Michigan Department of Education
- Work with the Academic Services Coordinator and the Director of Finance to prepare budgets
- Supervise, train and support the Title I Teaching Assistants
- Assist in facilitating submission and data requirements from MDE, Title I, AdvancEd Reports, BIE, Native Star, and other outside agencies
- Collect, maintain and update student data within various software systems and online websites used for screenings and progress monitoring
- Facilitate grade level data review meetings on a bi-monthly basis where data are analyzed, disaggregated, and organized
- Assist instructional staff in using data to guide instruction, use differentiated instructional strategies, and provide tiered interventions within each classroom
- Analyze and utilize data to create schedules of tiered instructional intervention groups where support is needed
- Provide tiered instructional interventions to support students by utilizing data, goals, progress monitoring, and appropriate record keeping
- Attend all trainings required to implement new materials, as needed, and provide implementation support to instructional staff
- Develop and provide ongoing support for curriculum pacing guides in collaboration with grade level teachers
- Actively participate in the development, implementation and evaluation of the School-wide School Improvement Plan and work collaboratively to achieve the overall purposes of the school
- Order (do Purchase Requisitions) supplies and equipment
- Attend all necessary trainings and Title I meetings
- Plan (with Title I teaching assistants) and facilitate monthly Parent Teacher Student Association (PTSA) and other evening or afterhours family activities, including but not limited to

collaboration with Early Childhood programs for Family Literacy Night and Soup, Stories, and Santa

- Provide communication and updates to all staff regarding Title I progress, programs, and events
- Maintain effective home and school communications to support student success
- Keep communication open for parent questions and concerns regarding the Title I process and program
- Write articles on program activities for school and Hannahville Indian Community newsletters
- May be required to use personally owned vehicle for school business
- Perform other related duties, as assigned by the Academic Services Coordinator and the Director of Instruction

**Peripheral Duties:**

- Attend staff meetings
- Attend staff professional learning events
- Other duties, as assigned

**DESIRED QUALIFICATIONS:**

**Education:** Bachelor's Degree with a valid Michigan Teaching Certificate

**Experience:** Previous teaching experience; experience working with parents is preferred

**Knowledge:** Title I program requirements (BIE and MDE)

**Skills and Abilities:**

- Cultural awareness and appreciation
- Expert knowledge of effective instruction and best practices
- Knowledge of the use of assessments and assessment data to inform instruction and prescribe tiered instructional intervention plans for students
- Knowledge of research based instructional strategies and the ability to implement them effectively
- Knowledge of the use of technology to support instruction
- Ascribes to the philosophy that all children can succeed and demonstrates the commitment to do what is necessary to make this a reality
- Professionalism
- Supervisory Skills
- Eagerness to learn
- Willingness to attend training and staff development sessions
- Flexibility and creativity
- Pleasant personality and a sense of humor
- Eagerness to work with both children and parents
- Eager and able to work in a team setting
- Ability to maintain records as required
- Respect for students
- Able to maintain confidentiality

**TOOLS AND EQUIPMENT USED:**

Computer, Smart Board, iPad, digital camera, TV/VCR, fax machine, copy machine, etc.



**PHYSICAL DEMANDS:**

Must be physically and mentally capable to successfully perform the essential functions of this position  
Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

**WORK ENVIRONMENT:**

Work is performed in a classroom environment within a school. May involve some travel including overnight and use of personal vehicle. The noise level is usually moderately quiet. The environment is moderately comfortable with little or no exposure to injury or other health hazards.

**SELECTION GUIDELINES:**

Letter of application and resume, proof of teacher certification, oral interview and background and reference checks, rating of education and experience, job related tests may be required

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer or if the requirements of this position change.

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
(Employee)

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
(Supervisor)

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
(Director)

## EXECUTION

### **SERVICES AGREEMENT**

This Services Agreement ("Agreement") is made effective as of the last date of signature hereof (the "Effective Date") between the Hannahville Indian Community, a federally recognized Indian tribe (the "Tribe") and the Nah Tah Wahsh Public School Academy (the "Academy"), a corporate body and governmental entity authorized under Part 6A of the Michigan Revised School Code, Act No. 451 of the Public Acts of 1976 (the "Code"). Collectively the Academy and the Tribe may be referred to as the "Parties" and each is a "Party."

### **RECITALS**

1. WHEREAS, pursuant to the Code, the Northern Michigan University Board of Trustees has issued the Academy a contract thereby confirming the status of the Academy as a Public School Academy (the "Contract"); and
2. WHEREAS, Section 4.2 of the Contract, in part, provides: "With the exception of educational service provider agreements entered into by the Academy which require the prior review of the Charter Schools Office, the Academy may enter into agreements with other public schools, [and] governmental units . . . where such agreements contribute to the effectiveness of the Academy or advance education in this state."; and
3. WHEREAS, under the Code the powers of the Academy include "To enter into binding legal agreements with persons or entities as necessary for the operation, management, financing, and maintenance of the public school academy." MCLA 380.504a; and
4. WHEREAS, the Academy employs the teachers and other personnel, including those listed in the attached Schedule A, which is incorporated into and made a part of this Agreement, as may be amended from time to time ("Academy Personnel"), such Academy Personnel are excluded from this Agreement; and
5. WHEREAS, pursuant to Article IV of the Tribe's Constitution, the Tribal Council serves as the governing body of the Tribe; and
6. WHEREAS, pursuant to Article V of the Tribe's Constitution, the Tribal Council established the Hannahville Indian School (the "Hannahville School"); and
7. WHEREAS, the Tribe presently employs at the Hannahville School the administrative and other personnel, including those listed in Schedule B, which is incorporated into and made a part of this Agreement, as may be amended from time to time ("School Personnel"); and
8. WHEREAS, Academy Personnel currently perform certain services for the Hannahville School; and School Personnel currently perform certain services for the Academy; and
9. WHEREAS, the Tribal Council has determined that it is in the Tribe's best interests to enter into this Agreement pursuant to which Academy Personnel shall continue to provide to the School, and School Personnel shall continue to provide to the Academy, the services described in this Agreement; and

10. WHEREAS, the Board of Directors of the Academy (the "Academy Board") has determined that the continued provision of the services described in this Agreement by Academy Personnel to the School, and School Personnel to the Academy, is necessary for the operation, management, financing, and maintenance of the Academy and will contribute to the effectiveness of the Academy,

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements of the Parties, including each Party's agreement to provide the services described herein, and other good and valuable consideration the receipt and sufficiency of which are acknowledged, the Academy and the Tribe agree as follows.

**ARTICLE I  
REPRESENTATIONS AND WARRANTIES,  
RELATIONSHIP, AGENT AND DEFINITIONS**

1. Tribe. The Tribe represents and warrants to the Academy that the School (a) has been lawfully established by the Tribe; (b) that the Tribe has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement; and (c) that this Agreement is valid and binding upon the Tribe in accordance with its provisions.
2. Academy. The Academy represents and warrants to the Tribe (a) that it is a corporate body and governmental entity authorized under the Code; (b) that it has been issued a Contract, which is in effect, confirming its status as a Public School Academy; (c) that it is authorized under the Charter and the Code to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement; and (d) that this Agreement is valid and binding upon the Academy in accordance with its provisions.
3. Relationship. The Academy and the Tribe have entered into an independent contractor relationship for the services described in this Agreement. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Academy and any employee or agent of the Tribe, or the Tribe and any employee or agent of the Academy. Neither Party shall have any authority to enter into any contract on behalf of the other Party, or to otherwise bind the other Party, without the prior written consent of any authorized representative of the other Party, which in the case of the Academy shall mean the Academy Board. The Parties acknowledge that no contract entered into, by or on behalf of the Academy Board, shall in any way bind the University or impose any liability on the University, its trustees, officers, employees or agents. Any lease or other agreement between the parties will be separately documented from this Agreement.
4. Designation of Agent. The Academy Board hereby designates those School Personnel (School officials, including teachers) with a legitimate educational interest as "school officials" entitled to access educational records under the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g ("FERPA"); subject however, to all limitations and conditions contained therein and the corresponding regulations (34. C.F.R. Part 99). In accordance with 34 C.F.R. 99.31, the Academy and the Tribe acknowledge and agree: (a) that the School Personnel are performing an institutional service or function for which the Academy would otherwise use employees; (b) that the School Personnel shall be under the direct control of the Academy with respect to the use and maintenance of education records; and (c) that the School Personnel shall be subject to the requirements of 34 C.F.R. 99.33(a) governing the use and re-disclosure of personally identifiable information from education records. The Academy Board and the Tribe

acknowledge that the Tribe is independently subject to FERPA and the corresponding regulations and that the Tribe may have an independent obligation to disclose such information to, without limitation, the Bureau of Indian Education, the United States Department of Education and such Law Enforcement Agencies as may exercise the requisite jurisdiction under Applicable Law.

5. **Definitions.** All terms which are capitalized in this Agreement shall have the meaning as set forth herein and as defined in the Contract, which is incorporated into and made a part of this Agreement. In the event of a conflict in definition, this Agreement shall control except as prohibited by Applicable Law.
6. **Compliance with Section 503c.** On an annual basis, the Tribe agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within 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.
7. **Compliance with Section 12.17 of Contract Terms and Conditions.** The Tribe shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4 of the Contract, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under Section 12.17(a) of the Contract Terms and Conditions.
8. **Academy is Self-Governing Body.** The Academy is a self-governing body and, as such, no provision of this Agreement shall restrict the Academy Board from waiving its governmental immunity or require the Academy Board to assert, waive or not waive its governmental immunity. Further, no provision of this Agreement shall interfere with the Academy Board's exercise of its statutory, contractual and fiduciary responsibilities governing the operation of the Academy. No provision of this Agreement shall prohibit the Academy Board from acting as an independent, self-governing public body or allow public decisions to be made other than in compliance with the Open Meetings Act.
9. **Compliance with Academy's Contract.** The Tribe 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 the Northern Michigan University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.
10. **Academy's Chief Administrative Officer.** No Tribe employee shall be designated as the Chief Administrative Officer of the Academy, although such employee may be a designee of the Chief Administrative Officer for certain purposes enumerated by Academy Board action. The Academy shall contract with the Tribe for a Superintendent, who shall act as the designee of the Chief Administrative Officer, the Academy Board Chairperson, for certain purposes enumerated by Academy Board action.

11. **Student and Financial Records.** Except as permitted under the Code, the Tribe shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of an Academy student's education records. If the Tribe receives information that is part of an Academy student's education records, the Tribe shall not sell or otherwise provide the information to any other person except as permitted under the Code. For purposes of this section, the terms "education records" and "personally identifiable information" shall have the same meaning as those terms in section 1136 of the Code, MCL 380.1136.

## **ARTICLE II TERM AND TERMINATION**

1. **Term.** This Agreement shall commence on the Effective Date and shall continue through June 30, 2021 (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) year terms commencing on July and ending on June 30<sup>th</sup> (the "Renewal Term"), unless either party provides the other with written notice of nonrenewal at least one hundred twenty (120) days prior to the end of the Initial Term or any Renewal Term, as applicable. If the Academy's Contract issued by the Northern Michigan 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. In no event shall the term of this Agreement exceed the term of the Academy's Contract.
1. **Termination by Tribe.** The Tribe may, at its option, terminate this Agreement prior to expiration of the Term or any Renewal Term, if the Academy fails to cure a material breach within thirty (30) days after receipt of written notice from the Tribe describing the breach, provided such termination shall be effective following the last day of the current school year,
2. **Termination by Academy.** The Academy may, at its option, terminate this Agreement prior to expiration of the Term or any Renewal Term, if the Tribe fails to cure a material breach within thirty (30) days after receipt of written notice from the Academy Board describing the breach; or if the Contract is terminated, suspended or revoked under Article X of the Contract, with such termination to correspond to the date the Contract is terminated, suspended or revoked.
4. **Rights and Remedies.** All the rights and remedies of the Tribe and the Academy contained in this Agreement shall be cumulative and in addition to all the rights and remedies allowed by law or equity and may be exercised separately or jointly without constituting an election of remedies.
5. **Amendment Caused By Academy Site Closure or Reconstitution.** In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Michigan Department of Education under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution

pursuant to Section 507 of the Code, MCL 380.507 and the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and the Tribe shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.

### **ARTICLE III TRIBE SERVICES AND OBLIGATIONS**

1. **Services.** The Tribe, to the extent permitted under Applicable Law, shall provide the Academy with all labor, materials, equipment and supervision necessary to provide the management, maintenance, accounting, operation and administration of the Academy (the "Tribe Services"). Without limiting the generality of the foregoing, the Tribe shall:
  - A. Implement and administer the educational program, including the acquisition of instructional materials, equipment and supplies;
  - B. Implement and administer all extra-curricular and co-curricular activities and programs;
  - C. Employ all School personnel;
  - D. Perform all aspects of personnel functions for Academy Personnel, including professional development for personnel and the personnel functions outlined in Article VI, subject however, to the limitations contained therein;
  - E. Except for payroll functions, which the parties acknowledge are performed by a third party contractor, perform all aspects of business administration, accounting, budgeting, budget preparation, financial reporting, marketing, and food service utilizing the financial and accounting system policies as established by the Academy and properly certify staff; and
  - F. Perform all other functions which are reasonably necessary for the management, maintenance, accounting, operation and administration of the Academy.

Notwithstanding the foregoing, the Tribe Services shall not include the Academy Services, as set forth in Article IV, or the student transportation services included within the Busing Services Agreement dated March 11, 2010.

2. **Compliance.** The Tribe, in the performance of this Agreement, shall ensure that all Tribe Personnel and all other persons acting on behalf of the Tribe (a) comply with the Contract (including the Resolution, the Authorizing Resolution, and all Schedules and other attachments) and all state and federal law, including all applicable to public school academies ("Applicable Law"); (b) comply with all policies, procedures, rules and standards adopted by the Academy Board, as may be amended from time to time; (c) not act, or fail to act, in any manner which constitutes a violation of any provision of the Contract or otherwise causes the Academy to be in breach of any provision of the Contract; and (d) are qualified and meet all requirements imposed under Applicable Law necessary to perform under this Agreement, including holding all required certifications and

satisfaction of all unprofessional conduct and criminal background check requirements set forth in applicable law.

3. **Retained Authority.** Notwithstanding any other provision of this Agreement, the Tribe acknowledges and agrees that all Tribe Personnel, and all other persons acting on behalf of the Tribe, in performance of this Agreement on behalf of the Academy shall (a) be subject to authority of the Academy Board, which pursuant to the Contract, Schedule 7, Section a: Governance Structure, retains the authority to set all educational, fiscal and administrative policies for the Academy; and (b) be responsible and accountable for the performance of the Academy in all respects.

No provision of this Agreement shall interfere with the Academy Board's exercise of its statutory, contractual and fiduciary responsibilities governing the operation of the Academy; nor shall any provision of this Agreement 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. **Purchases.** All purchases made by School Personnel on behalf of the Academy with the Academy's funds are Academy property, including without limitation instructional and curriculum materials, books, supplies and equipment, shall (a) comply with Section 1274 of the Code as if the Academy were making such purchases directly from a third party; and (b) remain the property of the Academy. The Tribe shall not include any added fees or charges.
5. **Subcontract.** The Tribe shall not delegate any obligation or assign any benefit under this Agreement without the prior written consent of the Academy Board. The Tribe shall perform all Tribe Services on-site at the physical location of the Academy, except as may be otherwise agreed to in writing by the Academy Board.
6. **Recruitment and Due Process.** The Tribe shall recruit and admit students in accordance with Applicable Law, and shall provide student due process hearings in conformity with the requirements of Applicable Law, including regarding discipline, special education, confidentiality and access to records, to the extent the Academy is required to provide the same.
7. **Policies and Procedures.** The Tribe shall recommend to the Academy Board reasonable policies, procedures, rules and regulations for Academy Board approval, which shall be consistent with Applicable Law, and the Tribe is hereby authorized and directed to administer and enforce the policies, procedures, rules and regulations adopted by the Academy Board.
8. **School Year and School Day.** The school year calendar and the school day schedule shall be approved by the Academy Board as required under the Contract.
9. **Pupil Performance Standards and Evaluation.** The Tribe shall implement pupil performance evaluations that permit evaluation of the educational progress of each student. The Tribe shall utilize assessment strategies and methods as required under the Contract.

10. **Unusual Events.** The Tribe shall promptly notify the Academy Board of any known or anticipated (a) material health or safety issues; (b) labor, employee or financial problems; (c) problems of any other type which could adversely affect either Party in complying with any obligation under this Agreement; and (d) any communication received from the University or any office, employee or agent thereof, which relates in any way to the Contract.
11. **Information to Academy.** The Tribe acknowledges the obligation of the Academy to make information concerning its operation and management, including but not limited to information in the Contract, including all exhibits and schedules and the like available to the Academy as deemed necessary by the Academy Board to enable the Academy Board to fully satisfy its obligations under the Contract and to without limitation Contract Schedule 4 Oversight Agreement, 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. The Tribe shall comply with Applicable Law regarding the storage, retention, inspection and access to public records and writings and shall make the foregoing available to the Academy as deemed necessary by the Academy Board in order to enable to Academy to fully satisfy its obligations under Applicable Law. All records of every nature relating to the Academy shall be maintained on the premises of the Academy, and shall remain the property of the Academy and not the Tribe.
12. **Compensation.** The Tribe shall allocate direct employment costs for administrative time provided by School Personnel to the Academy that is solely attributable to Academy administrative functions, and shall bill such costs to the Academy. The Tribe will submit actual time and payroll records to the Academy with its request for reimbursement for such services. The Tribe shall be solely liable for benefits, salary, workers' compensation, unemployment compensation and liability insurance for all School Personnel.
13. **Curriculum.** 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 Tribe at the direction of the Academy Board with Academy funds dedicated for the specific purpose of developing such curriculum or materials. The Tribe's educational materials and teaching techniques used by the Academy are subject to disclosure under the Revised School Code and the Freedom of Information Act
14. **Prohibition on noncompete agreements.** No provision of this Agreement shall be construed as a non-compete, no-hire or other provision prohibiting or restricting the Academy from hiring instructional staff that perform work at the Academy.

#### **ARTICLE IV ACADEMY SERVICES AND OBLIGATIONS**

1. **Services.** The Academy, to the extent permitted under Applicable Law, shall provide the Tribe with the following services: (a) educational services for students of the School, including providing teachers for students of the School; and (b) special education services for students of the School, including providing special education teachers for students of the School. Every teacher performing Academy Services shall hold a valid teaching certificate to the extent required under the Code and shall meet all other requirements under Applicable Law.



2. **Compliance.** The Academy, and all persons acting on behalf of the Academy, in the performance of this Agreement, shall comply with Applicable Law.
3. **Subcontract.** The Academy shall not delegate any obligation or assign any benefit under this Agreement without the prior written consent of the Tribe.
4. **Office Space.** It is recognized that pursuant to a certain Lease Agreement between the Tribe and the Academy, dated February 22, 2010, the Academy has leased 27,726 sq. ft. of the Tribe's School Facility for the delivery of educational services. The Tribe has retained approximately 37,000 sq. ft. of the Facility in order to provide other educational and administrative functions, including, without limitation: Child Care, Head Start, Youth Services, Busing Services, School Administration and Maintenance, and various other services. The Tribe will provide Tribe Services pursuant to this agreement in the retained space.
5. **Compensation.** The Tribe will reimburse the Academy for the direct cost of employment for certain teachers and other personnel as designated with an asterisk on Schedule A, composing a sub-set of employees on Schedule A of this Agreement. The Academy shall submit a copy of actual payroll records to the Tribe with its request for reimbursement.

## **ARTICLE V FINANCE**

1. **Solicitation of Funds.** Neither Party shall solicit any grant or contribution on behalf of the other without obtaining the prior approval of the other Party. Any funds so received shall only be used in accordance with the purpose for which they were solicited and all applicable restrictions,
2. **Account.** In accordance with Contract Schedule 3 Fiscal Agent Agreement, the University Board serves as the fiscal agent for the Academy, and all School Aid Payments and Other Funds (as defined in Article I of the Fiscal Agent Agreement) are transferred by the University into the Account designated by the Academy Board. All School Aid Payments and Other Funds shall be maintained in the Account in accordance with Applicable Law, including, without limitation Article IV of the Fiscal Agent Agreement. The signature on the Academy's depository account shall only be Academy Board members properly designated annually by Academy Board resolution. All interest earned on such account shall only accrue to the Academy.
3. **Other Revenue.** All funds of the Academy shall be deposited within three (3) days of receipt to the credit of the Academy and maintained in such banks, trust companies or other depositories as the Academy Board may select, provided that the financial institution is eligible to be a depository of surplus funds under Section 1221 of the Revised School Code, being Section 380.1221 of the Michigan Compiled Laws. All School Aid Payments and Other Funds shall be maintained in the Account in accordance with Applicable Law, including without limitation Article IV of the Fiscal Agent Agreement. All Interest income earned on any Academy depository account shall accrue to the Academy.

4. **Budget Preparation.** The Parties agree that the School Administrator, as designated on Schedule B of this Agreement, shall be responsible for the preparation of a proposed annual budget relative to Academy funding, and shall submit the same to the Tribe and to the Academy Board prior to June 1<sup>st</sup> for the next academic year or by such other date as determined by the Academy Board. The proposed budget shall comply with Article XI, Section 11.1 of the Contract, including without limitation that it "must detail budgeted expenditures at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual."
5. **Budget Approval.** The Academy Board shall be responsible for approving and amending the Academy annual budget. The Academy Board shall determine the amount of the Academy's budget reserve. The Tribe acknowledges that the approved budget must be submitted to the Charter Schools Office by July 1st of each year, and thus time is of the essence regarding submission of the proposed budget under Article V, Section 4. Although School Personnel may be involved in facilitating the expenditure of Academy funds or sources of revenue, Academy funds or sources of revenue shall only be expended in accordance with Academy fiscal policies and procedures and recorded on the Academy's accounting system, and shall not be expended in a manner which exceeds any line item of the Budget, unless School Personnel obtain prior authorization from the Academy Board.
6. **Reporting.** The Tribe shall provide the Academy Board with the following reports, which are derived from Academy or contracted services on behalf of the Academy, on a monthly basis at least three (3) business days prior to each regular Academy Board meeting: (a) detailed financial reports, including without limitation statements of all funds and sources of revenue received and all expenditures of funds and sources or revenue and any other changes in any Academy account; (b) detailed statement of the Tribe Services, including the status of Academy management, maintenance, accounting, operation and administration; and (c) any other information related to the Academy which may assist the Academy Board in (i) monitoring the Tribe's performance and the efficiency of its operation of the Academy; (ii) furnishing reports and information which the Academy is required to provide pursuant to the Contract or the Code; or (iii) fulfilling any obligation under Applicable Law.
7. **Annual Audit.** The Tribe shall maintain accurate financial records pertaining to its performance of the Tribe Services that are performed on behalf of the Academy, including without limitation operation of the Academy, in accordance with Applicable Law and generally accepted accounting standards. The Academy Board shall select and retain an independent auditor to conduct an annual audit of the Academy in accordance with Applicable Law. The Tribe shall make all financial and other records of the Tribe which relate to the Academy available to such independent auditor, and shall fully cooperate in the conduct of the annual audit
8. **Academy Account Signatories.** No provision of this 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. All signatories on the depository account or accounts of the Academy shall be only Academy Board members properly designated annually by Academy Board resolution

and interest income earned on Academy depository accounts shall accrue to the Academy.

9. **Marketing and Development Costs.** Marketing or 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 Tribe.

## **ARTICLE VI PERSONNEL**

1. **Academy Personnel.** The Academy Board shall select, hire and terminate all Academy Personnel who perform Academy Services. Subject to the authority of the Academy Board, the Tribe shall supervise such Academy Personnel in all respects, including without limitation imposing disciplinary action in accordance with Academy policies and procedures and Applicable Law; provided the Tribe shall have no authority to select, hire or terminate the same. The Tribe, however, may make recommendations to the Academy Board regarding the selection, hire and termination of Academy employees. The Academy Board, in its sole discretion, may elect to follow or disregard any such recommendation from the Tribe,
2. **School Personnel.** The Tribe shall select, hire and terminate all School Personnel who perform School Services, including the Administrator. The Tribe shall supervise such School Personnel in all respects, including without limitation imposing disciplinary action in accordance with Tribe policies and procedures and Applicable Law, The Academy shall have no authority regarding the selection, hire or termination of Tribe employees; provided the Tribe shall consult with the Academy Board regarding the hiring and termination of the Administrator, but the Tribe may elect to follow or disregard any recommendations of the Academy Board.
3. **Responsibility.** All Academy Personnel shall be employees of the Academy and all School Personnel shall be employees of the Tribe in connection with the performance of this Agreement. Each Party shall (a) be solely responsible for the payment of all compensation owed to its respective employees and authorized contractors; (b) be solely responsible for payment and reporting for its respective employees, all income and employment taxes; (c) be solely responsible for all fringe and other employment related benefits for its respective employees; and (d) shall procure and maintain all workers' compensation coverage sufficient to meet all applicable statutory requirements.

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

1. **Indemnification.** Each Party shall indemnify and hold the other Party, the University, and their respective, directors, officers, employees, representatives, agents, and attorneys harmless from all costs, liabilities, awards, damages, expenses and fees, of any kind whatsoever, including without limitation, reasonable attorney fees and court costs, arising in connection with all actions, claims, suits or proceedings threatened or brought by any third party, which arises out of the negligent or willful acts or omissions of such Party, its directors, officers, employees, representatives or agents in connection with this Agreement.

2. Insurance. Each Party shall maintain at all times during the Term and any Renewal Terms, the insurance evidenced in the attached certificates of insurance, which are incorporated into and form a part of this Agreement as Schedule C. Such insurance policies shall name the other Party as an additional insured and may be modified or terminated only upon first providing the other Party with thirty (30) days prior written notice thereof. Insurance carried and required hereunder for the Tribe shall comply with the Contract and shall be separate and distinct from that required of the Academy under its Contract.
3. Indemnification of Northern Michigan University. The parties acknowledge and agree that the Northern Michigan University Board of Trustees, Northern Michigan 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, defend, and hold harmless Northern Michigan University, Northern Michigan University Board of Trustees and its members, and their respective officers, employees, agents or representatives from and against all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines penalties, demands, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses imposed upon or incurred by Northern Michigan University, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Northern Michigan University, which arise out of or are in any manner connected with Northern Michigan University Board of Trustees' approval of the Academy's application, Northern Michigan University Board of Trustees' consideration of or issuance of a Contract, the Academy Board's or the Tribe's preparation for and operation of the Academy, or which are incurred as a result of the reliance by Northern Michigan University, Northern Michigan University Board of Trustees or its members, or their respective officers, employees, agents or representatives, upon information supplied by the Academy Board or the Tribe, or which arise out of the failure of the Academy Board or the Tribe to perform its obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that Northern Michigan University, Northern Michigan 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.

### **ARTICLE VIII GOVERNING LAW, WAIVER AND CONSENT**

1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
2. Consent and Waiver. The Parties agree to bring all claims, actions, suits or proceedings arising in connection with this Agreement, including without limitation, any claims to enforce an obligation of indemnity ("Claims") solely in the Hannahville Indian Community Tribal Court. The Tribe hereby waives application of tradition, custom and practice as applied to all such Claims. Each Party expressly consents to the personal jurisdiction of the Tribal Court for all such Claims. The substantially prevailing party shall be entitled to reasonable attorney fees and court costs for all such claims.

**ARTICLE IX  
MISCELLANEOUS**

1. Entire Agreement. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes any prior conversations or writings.
2. Amendment. No subsequent amendment to this Agreement shall be binding upon the Parties unless reduced to writing and signed by both Parties.
3. Non-waiver. No term or provision of this Agreement 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 consent to, waiver of, or excuse for any different or subsequent breach or default
4. Survival. The provisions of Article I, Section 3, Article II, Section 4, Article VII, Section 1, Article VIII, and any other provisions of this Agreement that by their sense and context are intended to survive termination or expiration of this Agreement shall survive.
5. Notice. Any notice, demand, request or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by United States Certified or Registered Mail, return receipt requested, postage prepaid, to the below address or to any other address or person as the respective party may designate by notice delivered pursuant hereto:

If to the Tribe:

Hannahville Indian School  
Attn: Chairman  
N14911 Hannahville B-1 Road  
Wilson, MI 49896

With copies to:

Hannahville Indian Community  
Attn: Dawn Duncan, Esq,  
N14911 Hannahville B-1 Road  
Wilson, MI 49896

If to the Academy:

Nah Tah Wahsh Public School Academy  
Attn: Superintendent  
15100 Eagle Road  
Wilson, MI 49896

With copies to:

Joseph B. Urban, Esq.  
Clark Hill  
151 South Old Woodward Avenue, Suite  
200  
Birmingham, MI 48009

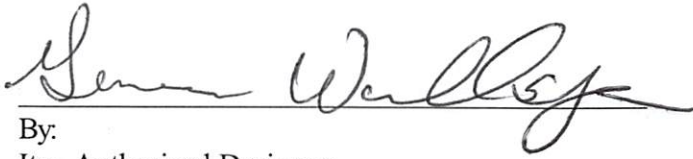
6. Severability. If any provision of this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement. If any provision of this Agreement violates or causes a violation of Applicable Law or jeopardizes, in any way, the status of the Academy as a

public school academy under the Code, such provision shall be invalid, but all other provisions shall remain in full force.

7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute the same instrument.
8. **Force Majeure.** Neither Party shall be deemed in default or otherwise responsible to delays or failures in performance which result from acts of God; terrorism or war, pandemic, civil disturbances, governmental action or inaction, excluding the Tribe, fires, earthquakes, unavailability of materials, power or communication or other causes beyond the reasonable control of either Party.
9. **Negotiation and Approval.** The Parties acknowledge and agree that no member of the School Board while acting in such capacity, participated in, or possessed any right or authority to participate in, the negotiation or approval of this Agreement. Rather this Agreement was negotiated by representatives of the Tribe and the Academy, without the involvement of any School Board member while acting in such capacity, and was approved by the Tribal Council pursuant to the authority granted in Article V of the Tribe's Constitution and the Academy Board pursuant to the authority granted in Code.

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Signature Page Follows*

**NAH TAH WAHSH PUBLIC SCHOOL ACADEMY**

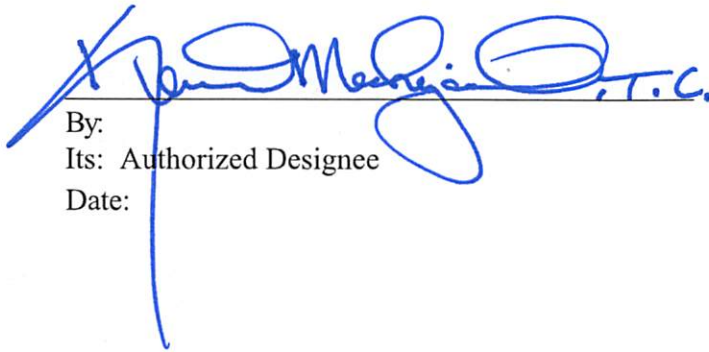
A handwritten signature in black ink, appearing to read "Simon Wallaby", written over a horizontal line.

By:

Its: Authorized Designee

Date:

**HANNAHVILLE INDIAN COMMUNITY**

A handwritten signature in blue ink, appearing to read "K. M. Morgan, T.C.", written over a horizontal line. A long vertical line extends downwards from the signature.

By:

Its: Authorized Designee

Date:

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**SCHEDULE A - ACADEMY PERSONNEL  
FISCAL YEAR 2020-2021**

Name	Position
* Boda, Patti	RK
Tufnell, Laurie	K
Pirlot, Jaime	1
St. John, Krystle	2
Ingersoll, Alisa	3
Gregoire, Marjorie	4
Kleikamp, Daniel	5
Allsworth, Donna	6
Bedard, Lisa	7
Albanez, Heather	8
Paupore, Jeffrey	Health/PE
Knauf, Julie	HS English
Reimer, Bruce	HS Math
Thoune, Monica (retiring) - need to post	HS Science
Houle, Brian	HS Social Studies
Miller, Seth	Elem Principal
* Lovell, Holly	Student Support
* Open (Face Teacher) - need to post	FACE
* Brant, Scott	Guidance/Principal
* Thurber, Jacqueline	Elem Special Education
* Drazee, Amy	Special Education Middle School
Ledford, Melissa	Title I
Carrie Carlson	Art

- \* Designates those personnel to be reimbursed by the Tribe to the Academy pursuant to ARTICLE IV Section 5



Amanda, Wandahsega	Bus Driver
Vicki Welch	Aide
Brendan Williams	Special Education Coordinator
Kandi Yates	Bus Driver

**SCHEDULE B**  
**FISCAL YEAR 2020-2021**

Name	Position
Scott Herioux	Chief Financial Officer
Kelli Degnan	Accounting Director
Angela Brunette	Grant Accountant
Cindy Cocco	Accounts Payable Clerk
Shianne Uskilit	Accounts Payable / Travel
Susan Gorzinski	Accounts Receivable
Cindy Charlier	Purchasing Manager
Becky Meshigaud	Purchasing Agent
Kira Gundry	Purchasing Clerk
Connee Sagataw	Human Resources Director
Crystal Lea	Benefits Coordinator
Elaine Meshigaud	Tribal Vice-Chairperson
Jesse Viau	Tribal Attorney
Danielle Zeigler	Risk Manager
Kristie Dzeirgas	Payroll Manager
Cindy Lascano	Payroll Clerk
Matthew Johnon-Reeves	Superintendent
Renee, Wathorn	Financial Director
Robyn Rhode	Financial Assistant
Wendy Ball	Bus Driver
Cheri Briggs	Special Ed Aide
Chelsey Burns	Title 1 Aide
Joshua Cronick	Behavior Aide
Tammy Dlugas	School Nurse
Dan Gravelle	Head Custodian
Devin Halfaday	Custodian
Patti Herbert	Aide
Alicia Hunter	Custodian
Lacey Kinnart	Secretary
Cara Koster	FACE
Katherine LaFreniere	FACE Aide
Randy Laskaska	Maintenance Supervisor
Jacqueline Mack	Custodian
Tonya Maycroft	FACE Preschool teacher
Marcia Medwayosh	Custodian
Jeff Murray	Transporation Supervisor
Bridget O'Donnell	Special Ed Aide
Lynn Paquin	MIS / FSP
Micheal Philemon	Custodian
Kristy Phillips	Culture Teacher
Rose Vanenkevort	Early Intervention Aid
Dee Schmidt	Bus Driver
Matthew Sedenquist	Behavior Aide
Sue Aird	Librarian
Jaime Teeple	Custodian
Eugene Thunder Jr	Behavior Aide
Agnes Viau	Face Parent Educator

**Schedule C to be Incorporated Into  
Contract Once Finalized**

**CONTRACT SCHEDULE 6**

**PHYSICAL PLANT DESCRIPTION**

## **Physical Plant**

	<b><u>Page</u></b>
Physical Plant Description .....	6-2
Site Plan .....	6-4
Floor Plan.....	6-5
Certificate of Use and Occupancy .....	6-6
Lease Agreement .....	6-7

## SCHEDULE 6

### PHYSICAL PLANT DESCRIPTION

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

2. The address and a description of the proposed physical plant (the "Proposed Site") of Nah Tah Wahsh Public School Academy ("Academy") is as follows:

Address: N14911 Hannahville Road B-1  
Wilson, Michigan 49896

Description: The Academy's facility consists of an 80,000 square foot school building that includes multiple classrooms and a gymnasium.

Term of Use: Term of Contract.

Configuration of Grade Levels: Kindergarten through twelfth grade.

Name of School District and Intermediate School District:

Local: Bark River-Harris School District  
ISD: Delta-Schoolcraft Intermediate School District

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

- A. Size of building
- B. Floor Plan
- C. Description of Rooms
- D. Copy of lease or purchase agreement

4. In addition, the Academy and the University Board hereby acknowledge and agree that this Contract is being issued to the Academy with the understanding that the Academy cannot conduct classes as a public school academy in this state until it has obtained the necessary fire, health and safety approvals for the above-described proposed physical facility. These approvals must be provided and be acceptable to the University Board or its designee prior to the Academy operating as a public school. In cases of disagreement, the Academy may not begin operations without the consent of the University Board.

5. If the Proposed Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the University Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's physical facilities. The Academy must submit to the

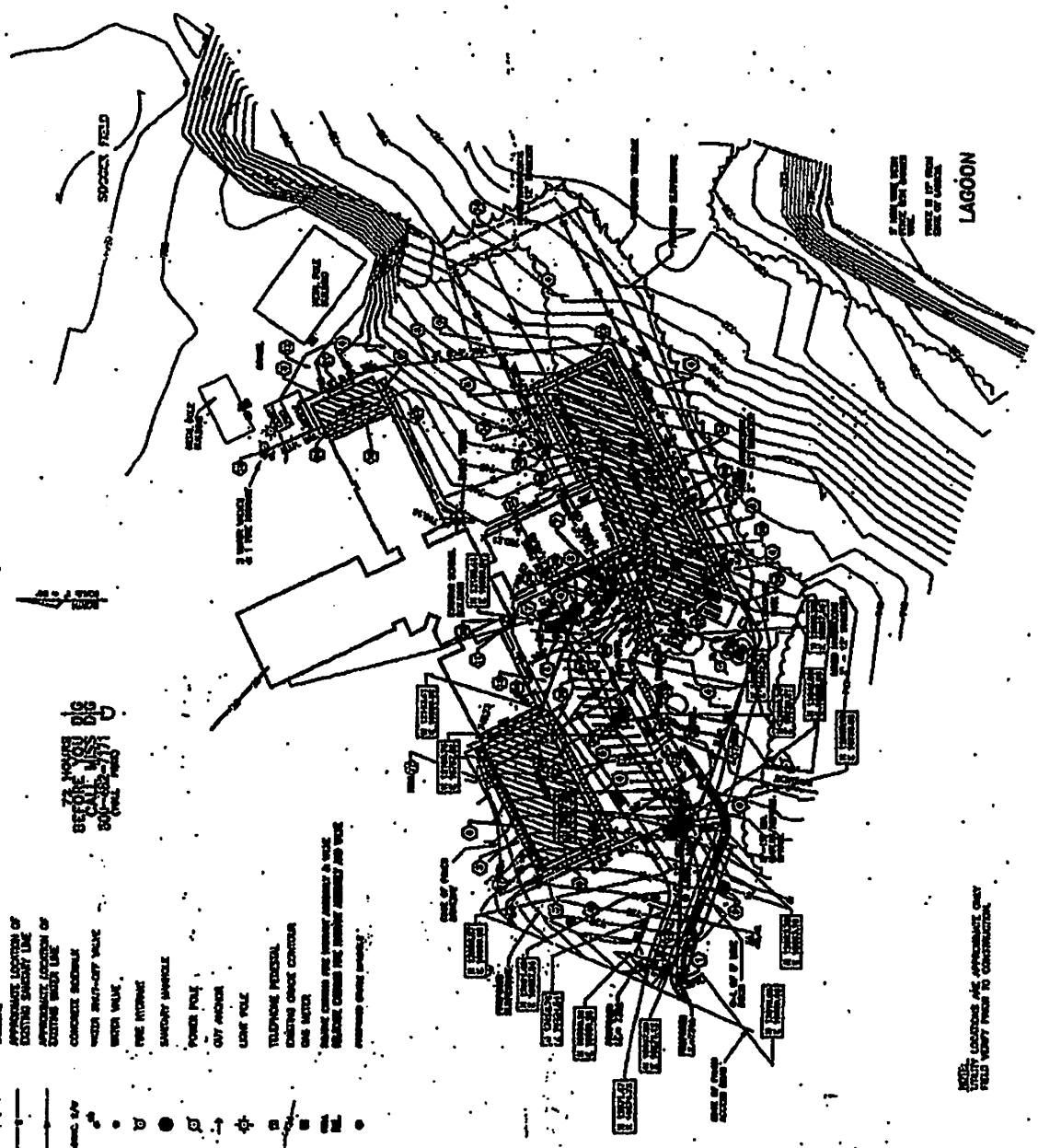
University Board or its designee complete information about the new site to be actually used. This information includes that described in paragraphs 2, 3 and 4 of this Schedule 6. It is acknowledged and agreed that the public school academy cannot conduct classes as a public school in this state until it has submitted all the information described above, to the satisfaction of the College, and the amendment regarding the new site has been executed.

6. The Academy agrees to comply with the single site restrictions contained in this Schedule 6 for the configuration of grade levels identified at the site. Any change in the configuration of grade levels at the site requires an amendment to this Schedule 6 pursuant to Article IX of the Terms and Conditions of Contract set forth above.

# LEGEND

- WIRELINE
- APPROXIMATE LOCATION OF EXISTING SANITARY LINE
- APPROXIMATE LOCATION OF EXISTING WATER LINE
- CONCRETE SCHEDULE
- WATER SHUT-OFF VALVE
- WATER VALVE
- FIRE HYDRANT
- SANITARY MANHOLE
- POWER POLE
- GUY ANCHOR
- LIGHT POLE
- TELEPHONE PERSONAL
- EXISTING CROSS CONTINER
- ONE METER
- MARKER CHAINS FOR EXISTING SANITARY & WATER
- MARKER CHAINS FOR EXISTING SANITARY & WATER
- MARKER CHAINS FOR EXISTING SANITARY & WATER

NOTE: LOCATIONS ARE APPROXIMATE ONLY FIELD VERIFY PRIOR TO CONSTRUCTION.



## GENERAL NOTES

1. ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND THE FIELD SURVEY. THE ENGINEER HAS NOT BEEN RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.
2. THE UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND THE FIELD SURVEY. THE ENGINEER HAS NOT BEEN RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.
3. THE UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND THE FIELD SURVEY. THE ENGINEER HAS NOT BEEN RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.
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SEE PLAN FOR  
UTILITY LOCATIONS

## SITE PLAN

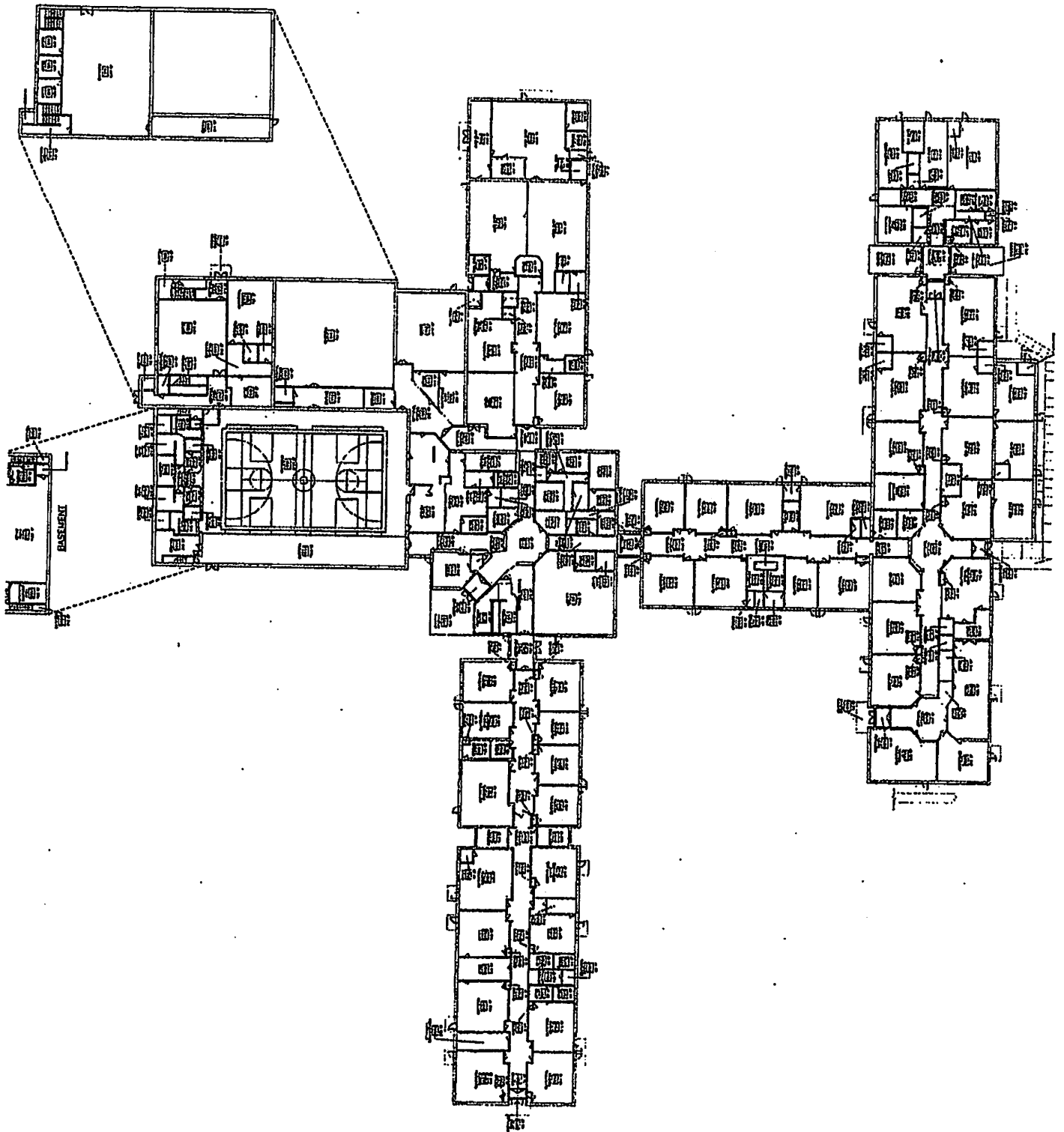
CLIENT: HANNANVILLE  
PROJECT NO.: 96-087  
SHEET NO.: 12

HANNANVILLE  
SCHOOL  
ADDITION

HANNANVILLE  
COMMUNITY

ENGINEER: SUNDHOLM, CARLSON & ASSOCIATES, INC.  
DATE: 10/1/96  
BY: [Signature]





# **CERTIFICATE OF USE AND OCCUPANCY**

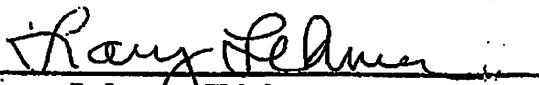
## **PERMANENT**

**Michigan Department of Energy, Labor and Economic Growth  
Bureau of Construction Codes/Building Division  
P. O. Box 30254  
Lansing, MI 48909  
(517) 241-9317**

**Safety Inspection  
Nat Tah Wahsh Academy  
N14911 Hannahville B-1 Road  
Wilson, Michigan  
Menominee County**

**The above named building of Use Group E and Construction Type 2B is approved for use and occupancy.**

**THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.**

  
**Larry Lehman, Chief  
Charles E. Curtis, Assistant Chief  
Building Division**

**June 8, 2009**

**LEASE AGREEMENT  
TO BE UPLOADED SEPARATELY  
WHEN FINALIZED**

**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 Part 6A of the Revised School Code (“Code”). The required information for the Academy is contained in this Schedule 7.

- Section a. Governance Structure. The governance structure of the Academy is set forth in Section a of this Schedule.
- Section b. Educational Goals. The educational goals of the Academy are set forth in Section b of this Schedule.
- Section c. Educational Programs. The educational programs of the Academy are set forth in Section c of this Schedule.
- Section d. Curriculum. The curriculum of the Academy is set forth in Section d of this Schedule.
- Section e. Methods of Pupil Assessment. The methods of pupil assessment of the Academy are set forth in Section e of this Schedule.
- Section f. Application and Enrollment of Students. The application and enrollment of students criteria of the Academy are set forth in Section f of this Schedule.
- Section g. School Calendar and School Day Schedule. The school calendar and school day schedule procedures are set forth in Section g of this Schedule.
- Section h. Age or Grade Range of Pupils. The age or grade range of pupils to be enrolled by the Academy are set forth in Section h of this Schedule.

**SECTION A**  
**GOVERNANCE STRUCTURE**

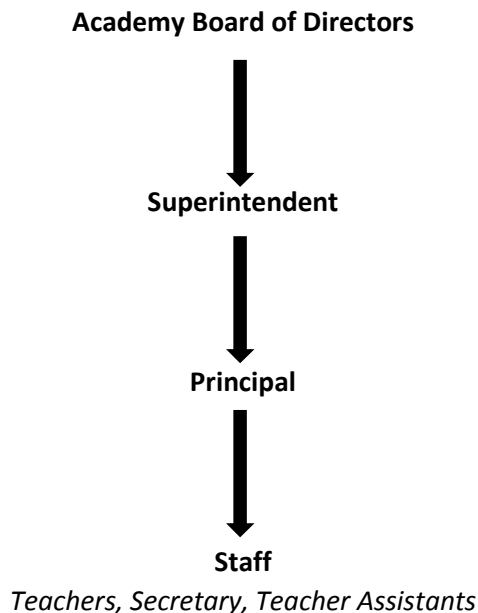
## **Schedule 7a**

### **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 operated according to the terms and conditions of its contract and the applicable laws. The Bylaws further describe the Academy Board’s governance structure.

The Academy is incorporated as a non-stock, directorship nonprofit corporation. The University Board establishes the initial number of board members to be five (5). The Academy Board shall have at least five, but no more than 9 members, as determined by the University Board. The University Board shall select the members of the Academy Board according to the terms and conditions set forth by the University Board. The names of the initial Academy Board members and their terms of office are contained in the Resolution. The selection of subsequent Academy Board members will be administered according to the Bylaws.

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. A copy of the Academy’s organizational chart is set forth below.



The Nah Tah Wahsh Public School Academy Board of Directors currently consists of seven (7) members and one vacant seat (educational seat) for a total of eight (8) members. The Northern Michigan University Board of Trustees appointed each of the following individuals as Academy Board members. The term of office for each individual was decided by resolution of the Academy Board.

Nominations and appointments of subsequent Academy Board members shall be made in accordance with this Contract. Vacancies in office shall be determined and filled pursuant to the provisions set forth in the Bylaws. The current Academy Board members are as follows:

Jackie Kang  
W165 Willow Rd  
Wilson, MI 49896  
Term expires: June 30, 2021

Molly Meshigaud  
N14696 Hannahville B1 Rd  
Wilson, MI 49896  
Term expires: June 30, 2021

Connee Sagataw  
N16077 Hannahville B1 Rd  
Wilson, MI 49896  
Term expires: June 30, 2021

Marilyn Shawano  
W401 Casino Lane  
Wilson, MI 49896  
Term expires: June 30, 2020

Shianne Uskith  
N15480 Cedarview Dr  
Wilson, MI 49896  
Term expires: June 30, 2020

Charles Wandahsega  
N15219 Ridgeview Rd  
Wilson, MI 49896  
Term expires: June 30, 2020

Geneva Wandahsega  
N15284 Hannahville B1 Rd  
Wilson, MI 49896  
Term expires: June 30, 2020

\*1 vacant seat



**SECTION B**

**EDUCATIONAL GOALS**

**NMU CSO PERFORMANCE FRAMEWORK GOALS**  
**EXPECTED PSA PERFORMANCE = LIME DASHBOARD COLOR**

**ACADEMIC PERFORMANCE FRAMEWORK**

**1. GROWTH**

Essential Question	Metrics	Dashboard Colors	Approx date data available	2017-2018	2018-2019
How well are students growing?	NWEA Similar Schools Report "Growth by Achievement" Tab. VCG Effect Size, by grade level, for math and reading, all grade-level "interpretations" are "no significant difference from VCG" or better (i.e., no color or green)	<b>Green= More green than</b> clear and each grade level is >60% of students meeting VCG Growth Goal <b>Lime=No reds</b> <b>Yellow=More greens than</b> reds <b>Orange= 2+ "Red with Large Effect"</b> or majority of red but with at least one green <b>Red=No green</b>	July		
How well are students progressing toward achievement?	MiStep. MiSchoolData Parent Portal. Using "All Students", "Progress Summary"	<b>Green=Above State of MI</b> Average AND Above similar school either by demographic/Closest 30 <b>Lime=Above State of MI</b> Average OR Above similar school either by demographic/Closest 30 <b>Yellow=0-4.9% below both</b> State of MI Average and similar school either by demographic/Closest 30 <b>Orange=5-10% below</b> compared to either State of MI Average and Similar	October		

		school either by demographic/Closest 30 AND other comparison is Yellow or above <b>Red=More than 10% below</b> on both			
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## 2. STUDENT ACHIEVEMENT

Essential Question	Metrics	Dashboard Colors	Approx date data available	2017-2018	2018-2019
How well are students achieving?	NWEA Insights Report. Fall-to-Spring Median Status Percentile (MSP) for reading and mathematics for all students (using NWEA growth and status percentile values)	Green= at or above 50th; Lime= 42.5-49.9; Yellow = 30.5-42.5; Orange=21.5-30.5; Red = 0-21.5	July		
How well are students achieving?	M-Step. MiSchoolData Parent Portal. Using "All Students", "Performance Summary"	Green=Above State of MI Average AND Above similar school either by demographic/Closest 30 Lime=Above State of MI Average OR Above similar school either by demographic/Closest 30 Yellow=0-4.9% below both State of Michigan Average and Similar School either by demographic/Closest 30 Orange=5-10% below compared to either State of MI Average and Similar school either by demographic/Closest 30 AND other comparison is yellow or above Red=More than 10% below on both	October		

## FINANCIAL PERFORMANCE FRAMEWORK

Essential Question	Metrics	Dashboard Colors	Approx date data available	2017-2018	2018-2019
How well is the PSA meeting financial expectations?	Positive Fund Balance as % of Revenues	<b>Green = &gt;12%</b> <b>Lime= &gt;8% - 12%</b> <b>Yellow = 5% - 7.9%</b> <b>Orange = 0% - 4.9%</b> <b>Red = &lt; \$0</b>	Oct 1 - Nov 1		
	Enrollment Variance	<b>Green = ≤100%</b> <b>Lime = ≤95%</b> <b>Yellow = 90% - 94%</b> <b>Orange = 85% - 90%</b> <b>Red = &lt;85%</b>	Nov 7		
	Current Ratio	<b>Green = &gt; 1.1</b> <b>Lime = 1.1</b> <b>Yellow = 1.0 - 1.1 w/ 1 Yr.+ trend</b> <b>Orange = .9 - 1.0</b> <b>Red = ≤ .9</b>	Oct 1 - Nov 1		
	Unrestricted Days Cash  Unrestricted Days Cash ÷ (Total Expenses ÷ 365 days)	<b>Green=&gt;60 days</b> <b>Lime=60 days OR 30 to 60 days &amp; 1 year trend is positive</b> <b>Yellow=30 to 60 days</b> <b>Orange=15 to 30 days</b> <b>Red=≤15 days</b>	Oct 1 - Nov 1		
	Favorable Independent Financial Audit	<b>Green=Lime status 2 or more consecutive years</b> <b>Lime=Independent</b> Auditor's report indicates 1) that sufficient auditor	Oct 1 - Nov 1		

		<p>evidence was provided; 2) financial statement represents fairly the school's financial position; 3) no deficiencies identified that are considered to be material weaknesses or significant deficiencies</p> <p><b>Yellow=Lime status, but</b> correctible Material Weaknesses or significant deficiencies identified</p> <p><b>Orange=Lime status, but</b> the same correctible weaknesses or significant deficiencies identified two consecutive years</p> <p><b>Red=Auditor did not receive</b> sufficient audit evidence and/or did not receive financial state- ments to fairly indicate school's financial position</p>		
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## ORGANIZATIONAL PERFORMANCE FRAMEWORK

### 1. CONTINUOUS IMPROVEMENT

Essential Question	Metrics	Dashboard Colors	Approx date data available	2017-2018	2018-2019
How does the school improve people, practice, policies and products?	Annual Monitoring Report. "Response to Recommendations" based upon previous year monitoring reports	<p><b>Green=Corroborating</b> evidence during monitoring visit that the monitoring report recommendations were incorporated into continuous improvement where applicable (e.g., verifiable evidence that SIT created rationales were used for which recommendations were taken and which were not)</p> <p><b>Lime=Prior to annual</b> monitoring site visit, PSA provides monitors with written explanation that clearly addresses all recommendations - written explanation documents evidence of working toward improvement or justification for not working on a recommendation</p> <p><b>Yellow=Addresses most/all</b> recommendations - but is not exactly clear how evidence or justification of</p>	July		

		recommendations aligns with continuous improvement <b>Orange=Response to</b> recommendations is singular author (e.g., administrator) with limited rationales/evidence of implementation <b>Red=Does not submit or</b> very cursory explanations		
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## 2. MISSION-SPECIFIC ACCOUNTABILITY

Essential Question	Metrics	Dashboard Colors	Approx date data available	2017-2018	2018-2019
How well is the school meeting mission-specific goals?	Academy shall develop its own goal(s), metric(s), and submit them to the NMU CSO	<p><b>Green=Externally-verified</b> evidence of positive growth toward target(s)</p> <p><b>Lime=Annually (e.g., at workshop),</b> PSA Board provides NMU CSO evidence of meeting the mission aligned with SMART goal</p> <p><b>Yellow=PSA Board and</b> School leadership approve at least one mission-specific SMART goal and at least one Metric with target that are clearly aligned with published Mission Statement of PSA</p> <p><b>Orange=Some evidence</b> exists that PSA worked toward creating metric or gathering evidence</p> <p><b>Red=No evidence</b></p>	June		

### 3. CLIMATE AND CULTURE OF PSA ACCOUNTABILITY

Essential Question	Metrics	Dashboard Colors	Approx date data available	2017-2018	2018-2019
How well does school improve climate and culture?	Academy shall develop its own goal(s), metric(s), and submit them to the NMU CSO	<p><b>Green=PSA provides</b> evidence of improving at least one variable/factor for each group of stakeholders (staff, parents, students) to enhance the climate and culture of the PSA</p> <p><b>Lime=PSA provides</b> evidence of conducting a standardized climate and culture survey with a representative sample of staff, parents and students. Secondly, PSA documents SMART goal and action plan to improve a minimum of one variable/ factor to enhance the climate and culture of the school</p> <p><b>Yellow=PSA provides</b> evidence that it collected data on climate and culture</p> <p><b>Orange=PSA submitted a</b> plan to CSO to gather data</p> <p><b>Red=No evidence provided</b></p>	June		

#### 4. GOVERNANCE INTEGRITY

Essential Question	Metrics	Dashboard Colors	Approx date data available	2017-2018	2018-2019
How well is the school complying with governance expectations and requirements?	Board Policy; Oath of Office; Conflict of Interest; Self-Evaluation	<p><b>Green=PSA provides</b> evidence of Annual Board self-evaluation leading toward an improved practice, process or skill set of PSA Board [or majority of members].</p> <p><b>Lime=Most recent</b> edition of PSA Board approved Board Policies are available publically (e.g., website link or in print format at school); all PSA Board members have signed an up-to-date "Oath Of Office" form on file; all PSA Board members have up-to-date signed "Conflict of Interest" form submitted to NMU CSO; PSA Board Annual Self-Evaluation submitted to NMU CSO</p> <p><b>Yellow=Missing one of</b> Lime targets</p> <p><b>Orange=Missing two of</b> Lime targets</p> <p><b>Red=No evidence</b></p>	June		

	PSA Board Professional Development (e.g., attendance and participation at NMU CSO Board and Administrator Workshops)	<p><b>Green= 71%+ of board and at least one administrator attend NMU workshop (plus Lime).</b></p> <p><b>Lime =Documentation of a "PSA board designed board workshop" (i.e., "internal" goal driven by PSA - e.g., strategic planning). All Board members provide evidence of an "internal" PD (e.g., NMU CSO Annual Workshop, Webinars, National Conference). At least three attendees at NMU Board/Admin workshop with at least one being an administrator.</b></p> <p><b>Yellow=Less than three or if either the Board and/or administration is not represented and no "internal" PD.</b></p> <p><b>Orange=One participant</b></p> <p><b>Red=No Show</b></p>			
Is PSA Board holding management company accountable?	Site based Evaluation form or Performance Expectations for either the Education Service Provider (ESP) management or school leader if self-managed. Oversight of management or Educational Service Provider (ESP) that includes holding it	<p><b>Green=Evidence provided that "next steps" from previous written performance evaluation were successfully achieved (i.e., the documentation is clear that progressive growth has occurred)</b></p>	June		

accountable for performance expectations

**Lime=Annual written**  
performance evaluation of the ESP or school leader (if self-managed)  
Evaluation includes "next steps" or areas for future growth  
**Yellow=Form on file with**  
most recent two years or newer of same ESP or school leader  
**Orange=Most recent**  
written evaluation more than three years old  
**Red=No form or written**  
product provided to CSO

## 5. COMPLIANCE

Essential Question	Metrics	Dashboard Colors	Approx date data available	2017-2018	2018-2019
How well is the school complying with reporting requirements?	EPICENTER	<b>Green=100% on time and 95+% accuracy rating</b> <b>Lime=95-99.9% on time and 90-94.9% accuracy rating</b> <b>Yellow=90-94.9% on time and 85-89.9% accuracy rating</b> <b>Orange=85-89.9% on time and 80-84.9% accuracy rating</b> <b>Red=Below 80% on time or accurate</b>	June		
	<b>RECON report and RECONS deficiency categories of:</b>  <b>Major = requires correction before reauthorization/contract expiration</b> <b>General = Requires correction before next formal review.</b> <b>Critical = Requires immediate correction</b>	<b>Green=No identified deficiencies (i.e., no major', 'critical' or general') on RECON report</b> <b>Lime=No outstanding deficiencies when Dashboard generated (i.e., school provides evidence to NMU CSO that any deficiencies have been addressed)</b> <b>Yellow='Major' deficiency outstanding - i.e., PSA has not provided evidence to CSO that</b>	December		

		<p>deficiency is being resolved</p> <p><b>Orange='General'</b> deficiency outstanding - i.e., PSA has not provided evidence to CSO that deficiency is being resolved</p> <p><b>Red='Critical' deficiency</b> outstanding - i.e., PSA has not provided evidence to CSO that deficiency is being resolved</p>			
	M.U.S.I.C./HYLANT Report	<p><b>Green=PSA carries all</b> required and recommended coverage</p> <p><b>Lime=PSA carries 100%</b> required MUSIC coverage, PSA can earn Lime if Hylant annual report noncompliant areas addressed satisfactorily</p> <p><b>Yellow=HYLANT identified</b> some coverage gaps</p> <p>PSA acknowledges receipt of report and provides evidence that some of the noncompliant deficiencies have been resolved (not all; if all deficiencies resolved the PSA moves to Lime)</p> <p><b>Orange=HYLANT identified</b></p>	December		

		<p>some minimal coverage categories have been met but PSA has not responded to CSO or HYLANT regarding fixing noncompliant categories or coverage categories non-compliant</p> <p><b>Red=No evidence of MUSIC coverage</b></p>			
	QPRG	<p><b>Green=No identified</b> issues at all - perfectly clean report</p> <p><b>Lime=No Level 4 and</b> PSA provides evidence that all Level 1-3 issues, from the PSA ability to solve perspective (i.e., appropriate paperwork submitted) within 30 days of receipt of QPRG</p> <p><b>Yellow=No Level 3-4 and</b> PSA provides evidence that all Level 1-2 issues resolved</p> <p><b>Orange=No Level 4 and</b> PSA provides evidence that all Level 1-3 issues resolved</p> <p><b>Red=Any unresolved</b> issue that appears on more than one QPRG report</p>	June		



## 6. STATE ACCOUNTABILITY

Essential Question	Metrics	Dashboard Colors	Approx date data available	2017-2018	2018-2019
How well does the PSA meet State Accountability?	Michigan School Index	<p><b>Green=Index score of 50+</b></p> <p><b>Lime=Index score of 40-49</b></p> <p><b>Yellow=Index score below 40 but above Comprehensive Support (e.g., bottom 5% of Index Scores) level or identified as Targeted Support and Improvement (schools with a subgroup index value at or below the highest index value of Comprehensive Support and Improvement schools)</b></p> <p><b>Orange=Additional Targeted Support (schools with at least three subgroups meeting the same criteria as Targeted Support and Improvement)</b></p> <p><b>Red=Comprehensive Support and Improvement (bottom 5% of Index Scores or &lt;67% graduation rate)</b></p>	October		
	A-F. "Assumptions":	<b>Green = A</b>			

A=Excellent	Lime = B			
B=Very Good	Yellow = C			
C=Average	Orange = D			
D=Below Average	Red = F			
F=Unacceptable				

**SECTION C**

**EDUCATIONAL PROGRAMS**

## **Schedule 7c**

### **Description of Educational Program**

The Nah Tah Wahsh Public School Academy offers a comprehensive K-12 educational program using the Michigan Academic Standards and the Michigan Merit curriculum. Our instructional staff is trained and required to stay up to date on the latest teaching pedagogies and continuation of their professional development. It is the board of education's intent to maintain classroom sizes at a maximum of 20 students, which results in a greater teacher to student contact time. High School classes are offered in a 7 period day with an average of 53 minutes per period. The elementary grades are taught in self-contained classrooms. Each K-8 classroom must do a 90 minute ELA block (Reading) which is intended to increase the reading and comprehension levels of our elementary students and a 60 minute MATH block. A heavy emphasis on integration of the Potawatomi language and culture in the overall curriculum is a goal of the school administration, staff, students and community. We are also a school that offers many technological (i-pads or Chrome books for each student) advantages and have a "connected" student body. The school day begins at 8:08am and ends at 3:15pm.

Nah Tah Wahsh PSA aspires to engage every student in becoming confident, creative, and collaborative builders of their future. We want our students to achieve by incorporating questioning and inquiry within their learning, using self-reflection, solving problems by utilizing different approaches, communicating with others, respecting the opinions of those who differ and working together with all people in a collaborative manner. We encourage active learning. We do not want passive "learn only the facts" students. We want our students to actively pursue and produce meaning to what they have learned, to take charge, and seek to learn more about a given topic, not just because school is in session.

We encourage cooperative learning activities during class time. We believe that interacting with others during learning is one of the best ways to build knowledge within students of different abilities. Investigating together with classmates is another form of creating excitement about learning that adds freshness to the classroom environment. Working on a team and being a team player will be an essential component of being successful in the workplace, and we believe this should be encouraged at the K-12 levels. We believe cooperative learning leads to creativity, motivation, and builds self-esteem amongst all participants.

### **Curriculum**

All graduates of Nah Tah Wahsh PSA will be prepared in the core curriculum consistent with Michigan's Merit Curriculum and the Michigan Academic Standards. They both serve to outline learning expectations for Nah Tah Wahsh PSA students and are used to guide curriculum development. The standards are used as a framework to develop curriculum guides. The guides are designed to be user-friendly for classroom teacher implementation.

The curriculum is continually being updated, with Pacing Guides and Curriculum Maps showing what is taught at each grade level to meet the Michigan Academic Standards for all subjects. Alignment with the Michigan Academic Standards has been ongoing and will continue.

Our Potawatomi Language classes follow the World Language standards and are offered for every student in grades Kindergarten through 7<sup>th</sup> grade. For students in grades 8 through 12, 2 credits are required.

### **Instructional Approaches**

Students participate in a pre-assessment at the beginning of each content unit to determine what information they already know, determine which information they do not yet understand, and identify any misconceptions they may hold that need clarification. Using this information, teachers design their lessons to address the needs of their students and engage them in whole group, small group, and one-on-one instruction. Grouping practices are dynamic, changing as the needs of the students warrant.

Teachers participate in differentiated instruction and data analysis/use professional development opportunities. Differentiation strategies supported with data analysis provides students with the path they need to achieve success. Teachers build relationships with their students and use summative and formative assessment data to customize the learning the students need to move forward academically and meet grade level expectations.

Student engagement in authentic learning activities is a crucial component of preparation for college, work and life. Teachers integrate technology into lessons to enhance student interaction with the topics of study. The use of active formative assessment strategies helps to ensure all students are participating in class discussions and receive timely feedback to answer questions, address misconceptions, and confirm understanding.

The Educational Program at Nah Tah Wahsh PSA allows for adaptation and modification to meet the needs of all learners. The interventions the school provides are comprehensive and are designed to accommodate students performing above grade level, students performing below grade level, and students qualifying for special education services.

Nah Tah Wahsh PSA utilizes a Multi-Tiered System of Supports (MTSS), which is a comprehensive framework comprised of a collection of research-based strategies designed to meet the individual needs and assets of the whole child. MTSS intentionally interconnects the education, health, and human service systems in support of successful learners, schools, centers, and community outcomes. The five essential components of MTSS are inter-related and complementary. The MTSS framework provides schools and districts with an efficient way to organize resources to support educators in the implementation of effective practices with fidelity so that all learners succeed.

A student study team considers the development of an Individualized Education Program (IEP) for those students who continue to struggle at the highest Tier of support. This team consists of the classroom teacher, principal, special education teacher, and the student's parent. The team may also include additional support staff such as the school social worker, school psychologist, speech pathologist, occupational therapist, or other specialized personnel.

Students who have qualified for special education services are provided a range of interventions inside and outside the classroom based on their needs and requirements set forth in each IEP. These

interventions include the student's needs within the general education curriculum as well as with the classroom environment.

When making educational placement decisions for students with disabilities, Nah Tah Wahsh PSA will ensure that parents are contributing members of the IEP team. Working together, the team makes decisions that are subject to requirements regarding provision of the least restrictive environment. When determining how services will be delivered to students with disabilities, Nah Tah Wahsh PSA will follow all Special Education Rules as issued by the Michigan Department of Education. IEPs will be developed, revised, and implemented in accordance with the Individuals with Disabilities Educational Improvement Act (IDEIA) and state law and regulations.

Nah Tah Wahsh PSA will fully comply with federal laws and regulations governing children with disabilities as follows:

1. The Academy is responsible for providing a free appropriate public education to children with disabilities enrolled in the Academy that have been determined through an IEP to require Special Education programs and services.
2. The Academy will ensure that children who are suspected of having disabilities are properly evaluated by a multidisciplinary team, as defined in the Michigan Special Education Rules, and that children who have already been identified are re-evaluated by the multidisciplinary team at least every three years.
3. When a multidisciplinary team determines that a special education student requires Special Education programs and services, the Academy will ensure that the IEP is fully implemented in accordance with IDEA, and reviewed on an annual basis or more frequently as determined by the IEP team.

### **Educational Development Plan**

Seventh through 12<sup>th</sup> grade students engage in the creation and on-going modification of an Educational Development Plan. School counselor meets with each individual student throughout their school career to determine appropriate goals. During the ninth through twelfth grades, students are able to adjust goals as they gain new insights and understandings about available career options, explore new interests, and see to further their academic skills.

### **Assessment**

Teachers use formative assessment practices to monitor student progress during daily lessons and throughout units of instruction. These include activities such as student observations, anecdotal records, and strategic use of questioning. Teachers use this information to determine when content needs to be reviewed or re-taught or if instructional methodologies need to be adjusted or changed to help students master the material. Assisting students in the preparation and tracking of goal-setting, written reflections, self-assessment, and record keeping encourages students to be self-focused on monitoring and improving achievement.

Multiple standardized assessments are administered several times each school year. The summative assessments used include curriculum-based performance tasks, grade-level unit tests, the NWEA Measures of Academic Performance (MAP) tests for grades K-10, Acadience assessments for grades K-6, and state-level tests: M-STEP for grades 3-8 and 11, PSAT for grades 8-10, and SAT for grade 11. These assessments measure student achievement and skills/concept application over a longer period of time. The Academy's assessments will continue to follow state mandates related to resting measures. Diagnostic assessments utilized include Developmental Reading Assessment (DRA), the NWEA MAP, and in-depth item analysis of grade-level unit tests. These assessments support the diagnosis of classroom and individual student learning strengths and challenges. Students in grades 10-12 can take the Department of Defense Armed Services Vocational Aptitude Battery (ASVAB). The ASVAB is an optional assessment. Students who are dual-enrolled at Bay College take the Accuplacer and Aleks tests to determine academic entrance levels.

### **Program Evaluation**

Sustained school-wide improvement efforts are assessed by appropriate staff and administration on a regular basis during data retreats, regular scheduled grade level meetings, and even MTSS meetings as needed. Grade level teams use research-based strategies and monitor student progress toward achievement of school improvement goals. This process of student assessment, data collection, data driven decision making and the planning of appropriate interventions using the MiMTSS model, provides for continuous school improvement.

Appropriate grade level teams review assessment data to identify common trends in achievement, and to assist teachers in differentiating instruction for tiered groups. Instructional interventions are implemented as appropriate. Nah Tah Wahsh supports every student to graduate with post-secondary plans and opportunities of their choice specific to their skill sets and interests. A system of progress monitoring student achievements, based on multiple assessment tools, allows staff to evaluate the Educational Program, build on identified success, and remove barriers to learning.

Nah Tah Wahsh administration uses the 5 Dimensions of Teaching and Learning 5D+ Teacher Evaluation and 5D+ GoObserve/Pivot tool, as well as compliance with professional duties as assigned by administration, to evaluate teachers.

**SECTION D**  
**CURRICULUM**



**CURRICULUM  
TO BE UPLOADED SEPARATELY**

**SECTION E**

**METHODS OF PUPIL ASSESSMENT**

## **Schedule 7e**

### **Methods of Pupil Assessment**

Students will be assessed using a balanced variety of formative, summative, and diagnostic assessments.

*Formative Assessments* include student observations, anecdotal records, strategic use of questioning, student-teacher conferencing, running records, post-instruction “checks” or “exit-slips”, and learning/response logs. Teachers use formative assessment practices to monitor student progress during daily lessons and throughout units of instruction. Teachers use this information to determine when content needs to be reviewed or re-taught or if instructional methodologies need to be adjusted or changed to help students master the material.

*Summative Assessments* include curriculum-based performance tasks, grade-level unit tests, the NWEA Measures of Academic Performance (MAP) tests for grades K-10, DIBELS Next assessment for grades K-6, and state level tests: M-STEP for grades 3-8 and 11, PSAT for grades 8-10, and SAT for grade 11. These assessments measure student achievement and skills/concept application over a longer period of time. The Academy’s assessments will continue to follow state mandates related to testing measures.

*Diagnostic Assessments* include Developmental Reading Assessment (DRA), and the NWEA MAP. Students in grades 10-12 can take the Department of Defense Armed Services Vocational Aptitude Battery (ASVAB). The ASVAB is an optional assessment. Students who are dual-enrolled at Bay College and are below a specific SAT score take the Accuplacer Test to determine academic entrance levels for English Reading and Writing and Aleks test for Math placement. These tests are administered by the college.

**SECTION F**

**APPLICATION AND ENROLLMENT OF STUDENTS**

# **Application and Enrollment Requirements**

## **Nah Tah Wahsh Public School Academy**

### **Enrollment Limits**

The Academy will offer Kindergarten through twelfth grade. The maximum enrollment shall be 400 students. The Academy will annually adopt maximum enrollment figures prior to its application and enrollment period.

### **Requirements**

Section 504 of the Revised School Code states that public school academies shall neither charge tuition nor discriminate in pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a handicapped person, or any other basis that would be illegal if used by a Michigan public school district.

- Academy enrollment shall be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, a public school academy shall not enroll a pupil who is not a Michigan resident.
- Academy admissions may be limited to pupils within a particular age range/grade level or on any other basis that would be legal if used by a Michigan public school district.
- The Academy Board may establish a policy providing enrollment priority to siblings of currently enrolled pupils or children of Academy Board members or Academy employees.
- The Academy shall allow any pupil who was enrolled in the immediately preceding academic year to re-enroll in the appropriate age range/grade level unless that grade is not offered.
- No student may be denied participation in the application process due to lack of student records.
- If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.

# Application and Enrollment Requirements

## Nah Tah Wahsh Public School Academy

### Application Process

- The application period shall be a minimum of two weeks in duration, with evening and/or weekend times available.
- The Academy shall accept applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the next application period.
- In the event there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on the waiting list shall be determined by the random selection drawing. If there is no waiting list, students shall be admitted on a first-come, first-served basis.
- The Academy may neither close the application period nor hold a random selection drawing for unauthorized grades prior to receipt of approval from the Charter Schools Office.

### Legal Notice

- The Academy shall provide legal notice of the application and enrollment process in a local newspaper of general circulation. A copy of the legal notice must be forwarded to the Charter Schools Office.
- At a minimum, the legal notice must include:
  - A. The process and/or location(s) for requesting and submitting applications.
  - B. The beginning date and the ending date of the application period.
  - C. The date, time, and place the random selection drawing(s) will be held, if needed.
- The legal notice of the application period shall be designed to inform individuals that are most likely to be interested in attending the Academy.
- The Academy, being an equal opportunity educational institution, shall be committed to good-faith affirmative action efforts to seek out, create and serve a diverse student body.

# Application and Enrollment Requirements

## Nah Tah Wahsh Public School Academy

### **Re-enrolling Students**

- Nah Tah Wahsh automatically re-enrolls students at the start of the new school year.
- Demographic information and paperwork is updated by parents at the Open House prior to the start of the school year.

### **Random Selection Drawing**

A random selection drawing is required if the number of applications exceeds the number of available spaces.

Prior to the application period, the Academy shall:

- Establish written procedures for conducting random selection drawing.
- Establish the maximum number of spaces available per grade or grouping level.
- Establish the date, time, place and person to conduct the random selection drawing.
- Notify the Charter Schools Office of both the application period and the date of the random selection drawing, if needed. The Charter Schools Office may have a representative on-site to monitor the random selection drawing process.

The Academy shall use a credible, neutral “third party” such as a CPA firm, government official, ISD official, or civic leader to conduct the random selection drawing. Further, the Academy shall:

- Conduct the random selection drawing at a public meeting where parents, community members and the public may observe the process.
- Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.

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

**SECTION G**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**



## **SECTION 7g: SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**

### School Calendar

The Academy's school calendar shall comply with the Code and the School Aid Act of 1979. The Academy Board must submit a copy of the Academy's school calendar to the College Board.

### School Day Schedule

The Academy Board must structure the Academy's school day schedule to meet the required number of instructional days and hours as set forth in the Code and the Act. The Academy Board must submit the school day schedule to the College Board prior to the commencement of each academic year.

**SECTION H**

**AGE OR GRADE RANGE OF PUPILS**

## **Schedule 7h**

### **Age or Grade Range of Pupils**

The Academy will enroll students in Kindergarten through twelfth grade. The Academy may add grades with the prior written approval of the Charter Schools Office Director or the University Board.

Students of the Academy will be children who have reached the age of five (5) as set forth in MCL 380.1147:

- For the 2020-2021 school year, a child may enroll in kindergarten if the child is at least 5 years of age on September 1, 2020\*
- For the 2021-2022 school year, a child may enroll in kindergarten if the child is at least 5 years of age on September 1, 2021\*

\* If a child is not 5 years of age on the specified enrollment eligibility date but will be 5 years of age not later than December 1 of a school year, the parent or legal guardian of that child may enroll the child in kindergarten for that school year if the parent or legal guardian notifies the school in a timely manner.