

*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

**NORTH STAR ACADEMY**  
(A PUBLIC SCHOOL ACADEMY)

July 1, 2019

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## **RESOLUTIONS**

**RESOLUTION ADOPTED BY NORTHERN MICHIGAN UNIVERSITY  
BOARD OF TRUSTEES ON MAY 3, 2019**

On motion by Trustee Tami M. Seavoy and second by Trustee Alexis M. Hart, 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 North Star Academy (the "Academy") a Contract to Charter a Public School Academy (the "Current Contract") with a term of four (4) years; and

**WHEREAS**, the Current Contract will expire on June 30, 2019 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 five (5) years, expiring no later than June 30, 2024; 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 May 3, 2019, with a vote of 8 for, 0 opposed, and 0 abstaining.

Signature: Cathy A. Quinn

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NORTHERN MICHIGAN UNIVERSITY  
BOARD OF TRUSTEES  
Minutes of the Formal Session  
of  
Friday, May 1, 2009

A formal session of the Board of Trustees of Northern Michigan University was held on Friday, May 1, 2009, in the Cohodas Hall of Northern Michigan University, Marquette, Michigan. The meeting was convened at 9:00 a.m. in the Board of Trustees Meeting Room, 602 Cohodas by Chair Douglas B. Roberts.

Trustees present included:

Dr. Douglas B. Roberts, Chair	Mr. Larry C. Inman
Dr. H. Sook Wilkinson	
Mr. Stephen F. Adamini	Mr. Jon G. LaSalle
Mr. Gilbert L. Ziegler	
Mr. Brian D. Cloyd	Dr. L. Garnet Lewis
Dr. Leslie E. Wong, ex officio	

Senior staff and counsel present included:

Ms. Catherine L. Dehlin, General Counsel  
Dr. Susan J. Koch, Provost and Vice President for Academic Affairs  
Mr. R. Gavin Leach, Vice President for Finance and Administration and Treasurer of the Board  
Ms. Theresa M. Nease, Executive Assistant to the President and Secretary of the Board

INDIVIDUAL REQUESTS TO ADDRESS THE BOARD

Ms. Nease reported that there were no requests to address the Board.

FOCUS DISCUSSION:

Alumni Association

Ms. Martha Haynes, Executive Director of Advancement, presented a historical review and future directions of the Alumni Association citing a century of tradition and a decade of change. Traditional events continuing at NMU include homecoming, alumni awards, and alumni publications, such as Alumni News and Horizons. The Alumni Association and the NMU Foundation have been housed together since 2000 conveniently sharing resources, common goals and core values, and joint staff meetings and retreats. Five full time staff members manage the alumni programs and services for more than 58,000 alumni. The Alumni Association maintains two separate budgets—University General Fund and Foundation managed accounts (self-generated revenue), with slightly more than half coming from the University General Fund. All self-generated funds go to programs and services that we provide to NMU alums. 2,770 Alumni Association members fund programs and services for more than 58,000 alumni. This is done through membership drives (annual renewal program, life member and end-of-year solicitation, and a summer calling program for lapsed members).

Ms. Haynes presented a demographic breakdown of NMU alums. Effort is made to have the Alumni Board of Directors reflect a similar demographic. The Alumni Association is currently recruiting women and young alums to meet this distribution.



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The Alumni Association Board consists of 30 members serving staggered six-year terms; currently there are 23 serving. The Board serves in an advisory capacity providing feedback and help to determine if the Alumni Association is headed in the right direction. The Board meets three times a year with the winter meeting off campus often combining this meeting with an alumni event to promote interaction between the Board and alums.

Eighty-six thousand alums from coast to coast have been reached through 105 events since January 2005 with an average of two events per month. Expanded programs put in place over the last ten years include a graduation pizza party, faculty/staff homecoming reception, Family Weekend, Fall Fest, and Skill Builders Seminars. Other expanded services include an Alumni web site, affinity credit card, free email for life, a wildcat license plate program, and a toll free phone number.

Ms. Deanna Hemmila, Director of Alumni Operations, reported on a new era of alumni engagement using technology and innovation. Results of a survey completed in 2006 indicate benefits and discounts and career resources are of low importance to alums, however, 84% of alumni felt NMU news and updates are the most important services the Alumni Association offers. Two examples of using technology tools to provide news and updates to alums are What's New NMU? and The Northern Network.

What's New NMU?, a weekly email newsletter, is distributed to 14,000 email addresses and includes the current news, information, and weather at NMU. The email bag is used as a great connection of alum to alum. Some examples include a group of alums who sent a picture of themselves on a mountain in Alaska holding an NMU flag and a thank you note from an alumnus who connected with a neighbor from his time at NMU after 40 years after submitting a note to the email bag. What's New NMU? also includes pictures of people who stop by the Alumni Office.

The Northern Network is a secure online and professional network open to all alumni and friends and current juniors and seniors. The Network is an alumni directory and includes job postings, a career center, and company profiles. There are 5,000 registered users with 232 different groups and 45 different geographical groups. 1,400 members are 2000+ grads, and there are 900 alums from 1950-1970 showing the network is used by all age groups. Other technology includes webcasting (campus guest speakers and archive presentations) and blogs. Alumni services are available 24 hours a day, seven days a week, reaching alums when they want to be reached.

Ms. Haynes reviewed the Alumni Association Strategic Plan highlighting how it supports the University's Roadmap to 2015. A new era of engagement will include increased international travel opportunities for alumni, development of a student community engagement award, increased Alumni Association involvement in academic service learning, Facebook integration, continued cross-campus collaboration, and automatic annual membership renewal. The Alumni Association continues to be a valuable resource in the areas of recruitment, retention, revenue generation, and quality improvement. Trustee LaSalle said he appreciates the work the Alumni Association does to reach out to graduating seniors to bring them aboard as soon as possible and their efforts to maintain and build their contact with the University. This has improved tremendously since he graduated from NMU, and he applauds the Alumni Association for this improvement.

Mr. Joseph Evans, President of the Alumni Association, said there are 23 professionals on the Alumni Board dedicating their time and talent to the University. It is a well-qualified Board, and it is his job to continue to keep them engaged and keep them wanting to support the University. Connection to the students and increasing the membership base continues to be a priority for the Alumni Association.

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Mr. Evans said the Alumni Association is open to suggestions from the NMU Board on ways to improve the Alumni Association services. Trustee Adamini offered assistance from the NMU Board on making the job of the Alumni Association President easier. Dr. Wong thanked Mr. Evans for his connection to the University and informed the Board that Mr. Evans was instrumental in connecting NMU to Vaxjo University in Sweden and providing contacts for the CHP project. He is a wonderful example of an alum who is in an established career and network who utilizes those connections to assist NMU. Trustee Ziegler suggested having the President of the Alumni Association address the Board as a standing agenda item at every May meeting.

#### NMU Foundation History and Overview

Ms. Martha Haynes, Executive Director of Advancement, and Ms. Amy Hubinger, Director of Foundation Operations, presented a history and overview of the NMU Foundation. The Foundation is a separate 501c(3) non-profit that operates with articles of incorporation and bylaws. They serve the University, and the sole purpose is to provide funds for the institution.

Ms. Haynes reviewed the Post-Decisive Season Campaign, NMU's first ever campaign that concluded approximately five years ago, and some of the issues that faced the University at that point. Budget issues resulted in significant staff reductions which in turn resulted in a decrease of fundraising momentum; some of the core functions such as qualification, cultivation, solicitation and stewardship had ceased; and the Foundation had turned into more of a gift processing center. The Foundation was also in the middle of a major database conversion of 80,000 alumni records, and there were transitions in Presidential and Foundation leadership occurring during this time.

Ms. Haynes reviewed the results of an external audit and the actions taken by the Foundation to resolve the issues. This included the addition of staff and improvement of the infrastructure, establishment of priorities among the financial needs using the University's strategic plan, creation of a comprehensive marketing plan to support fundraising, strengthening of technical support systems for development, development of strong volunteer and Board structures to provide insight and guidance and increased involvement, strengthening the annual giving program through segmentation, professional designed pre-call and other mail pieces, the use of vendor support for phonathon campaign efforts, and increased personal solicitation of high-end donors. As a result of these improvements, the Foundation continues to increase its revenue intake despite the current economic problems.

Discussion followed. Trustee Ziegler requested a review of the Foundation financials at either the July or September meeting. Trustee Adamini requested a copy of the Foundation Audit. He said he realizes one of the primary reasons to have the Foundation separate from the University is to keep financial and prospect information confidential and not subject to FOIA requests. However, he would like the opportunity to review those materials without the records becoming a part of the NMU Board records.

RECESS - Chair Roberts recessed the meeting at 10:35 a.m. for a break.

RECONVENE - Chair Roberts reconvened the meeting at 10:55 a.m.

#### ASNMU REPORT

Mr. Hobie Webster, 2008-2009 ASNMU President, and Mr. Jason Morgan, 2009-2010 ASNMU President, reported. A copy of the report is appended to these minutes

(Addendum #1).

On behalf of the Board, Chair Roberts congratulated Mr. Morgan on his election, and said the Board looks forward to working with him. They believe ASNMU is very important, and the Board will take their issues seriously.

Chair Roberts congratulated Mr. Webster on his success and presented him with a gift on behalf of the Board. A photo was taken.

#### INTRODUCTION OF GRADUATING STUDENT SPEAKING AT SPRING COMMENCEMENT

Mr. Bernard introduced Ms. Jodi Lampi, from Ishpeming, MI, who will represent the graduating class at Commencement ceremonies tomorrow. She is graduating with a History and English/Secondary Education major. On behalf of the Board, Chair Roberts congratulated Ms. Lampi and presented her with a plaque. A photo was taken.

#### ANNOUNCEMENT OF COMMENCEMENT SPEAKER AND HONORARY DEGREE RECIPIENT

President Wong announced Congressman Bart Stupak, Michigan's 1st District, D-Menominee, as the Winter 2009 Commencement Speaker. Congressman Stupak will also receive an Honorary Doctor of Laws.

#### PRESIDENT'S REPORT

President Wong reported on the NMU Intercollegiate Athletics Highlights and gave an Athletics Facilities Use Report for 2008-2009. He reported on the success of the AQIP Quality Check-Up Visit thanking Dr. Cynthia Prosen, Associate Provost and Dean of the College of Graduate Studies, for her hard work on this visit. Trustee Lewis added her thanks and congratulations, and the Board applauded Dr. Prosen. President Wong reviewed the progress NMU is making on funding applications from the ARRA Stimulus Bill. He recognized Mr. Andrew Smentkowski, Associate Director of Research and Sponsored Projects, and said Mr. Smentkowski is reviewing the ARRA Stimulus Bill and has been organizing a number of subgroups on campus to make sure NMU takes advantage of funding opportunities when NMU priorities and programs align with Stimulus Bill opportunities.

President Wong introduced Dr. Emmanuel Awuah, 2008-09 American Council on Education (ACE) Fellow. Dr. Awuah is currently the Director of Multicultural and International Services at Onondaga Community College in Syracuse, New York, and has been studying areas of NMU including enrollment management, business and finance, development, and academic planning. Dr. Awuah will be completing his fellowship in June. Dr. Wong said Northern Michigan University has been fortunate to have

Dr. Awuah on campus this past year and has benefited from his knowledge and experience. Dr. Awuah has been a tremendous help in articulating two-year programs, assisting NMU to look at diversity more broadly and differently, and was instrumental in getting the African Dance Troupe here from Ghana. Dr. Awuah thanked Dr. Wong and Dr. Koch who were his main mentors, but thanked everyone on campus for working with him and welcoming him so warmly. He said he has gained great insight in the culture of this campus and learned that people on this campus "keep their eye on the prize," which is on the quality of experiences that NMU provides to students to be successful. He believes this campus has great leaders and believes he is going away wiser and richer and with fond memories of his time at NMU.

President Wong offered his thanks and appreciation to Dr. Rajib Sanyal, Dean of the College of Business, who will be taking a position at Ball State University in Muncie, Indiana. (Dr. Sanyal was not present.) He noted Dr. Sanyal's contributions to NMU include the Trading Room, the Student Investment Club, and

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the Student Business Competition.

#### COMMITTEE REPORTS

##### Academic Affairs

Mr. LaSalle, Chair of the Academic Affairs Committee, reported on a meeting held Thursday, April 30, 2009. A copy of the report is appended to these minutes (Addendum #2).

##### Finance

Mr. Adamini, Chair of the Finance Committee, reported on a meeting held this morning. A copy of the report is appended to these minutes (Addendum #3).

##### Executive

Mr. Cloyd, Chair of the Executive committee, reported on the meeting held on May 1, 2009. A copy of the report is appended to these minutes (Addendum #4).

Trustee Inman said Dr. Wong is an outstanding leader, and he has been proud of the relationship Dr. Wong has established with the Board and the community. He said he understands Dr. Wong's feelings in terms of the budget situation and having his salary frozen and commends him for showing leadership in difficult budget times, but he remarked that we have to be cognitive of making sure that our NMU team maintains a competitive compensation range compared with other universities. He said at some point in time when the revenue curve starts to show positive he would be one member of the Board to support a salary review and possible adjustments at that time for Dr. Wong and whoever else might be affected as we move forward with the budget. He'd like those considerations to be taken into account as we make decisions in the future knowing the salaries were held back in a potentially tough budget situation.

Based on the recommendation of the Executive Committee, the Board then took action as follows:

It was moved by Trustee Cloyd, seconded by Chair Roberts, and supported unanimously by the Board that following the Executive Committee's annual presidential compensation review as specified in the Presidential Employment Agreement, President Leslie E. Wong's 2009-2010 base salary be increased by \$10,000 bringing the total base salary to \$204,225 per year. However, after receiving strong objections from Dr. Wong, who indicated he would not accept the salary increase, the Board agrees to freeze his salary for 2009-2010.

##### Ad Hoc Recruitment and Retention

Mr. Ziegler, Chair of the Ad Hoc Recruitment and Retention Committee, reported on meetings held on April 2, 2009 (Addendum #5) and May 1, 2009 (Addendum #6). A copy of the reports are appended to these minutes.

#### ACTION ON FORMAL RECOMMENDATIONS

Mr. Ziegler expressed concern with increasing room and board rates in light of the economic situation in the State, the situation with Chrysler, and the possibility of employee layoffs and an enrollment decrease this year. Chair Roberts agreed and said he believes the budget situation will get worse, but at this point we need to continue to take as much action as we can tolerate before we get to the stage where we can't do anything else. Mr. Inman said NMU is

still the lowest compared with our peers, and we are still extremely competitive. Mr. Cloyd said we have to keep a balance between the quality we are providing and a watchful eye on costs. He is very comfortable that the number we came up with strikes a good balance. Economic times are tough, but organizations are continuing to operate and still have to continue to add to the quality of the organization. He said we have to be prudent, but we have to keep our eye on what we are doing from a financial standpoint.

Trustee LaSalle called attention to the faculty, staff and student awards listed in the formal recommendations (Excellence in Service Award, Distinguish Team Award, Distinguished Faculty Award, TLC Award, and BOT Student Achievement Awards). He asked the Board to be sure to take a look at these awardees, as they really deserve the Board's thanks, recognition, and respect. Chair Roberts reminded the Board there will be a luncheon honoring these individuals following the meeting.

It was moved by Trustee Inman, seconded by Trustee LaSalle, and unanimously supported by the Board of Trustees to approve the Formal Recommendations. (Addendum #7)

ANNOUNCEMENT OF CLOSED SESSION TO BE HELD IN CONNECTION WITH THE  
THURSDAY-FRIDAY, JULY 16-17, 2009, MEETING OF THE BOARD

President Wong made this announcement for the public record.

ADJOURNMENT

Chair Roberts adjourned the meeting at 11:55 p.m.

Respectfully submitted,

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Theresa M. Nease  
Secretary of the Board

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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 Homeier.

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. ElSamen, 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

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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 Puncochar - 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:

FORMAL RECOMMENDATIONS TO THE BOARD OF TRUSTEES.txt

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.

**CONTRACT TERMS  
AND CONDITIONS**

**TERMS AND CONDITIONS  
OF CONTRACT**

**DATED: JULY 1, 2019**

**ISSUED BY**

**THE NORTHERN MICHIGAN UNIVERSITY BOARD OF TRUSTEES**

**TO**

**NORTH STAR PUBLIC SCHOOL ACADEMY  
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF**

**NORTH STAR PUBLIC SCHOOL ACADEMY**

**AS A**

**PUBLIC SCHOOL ACADEMY**

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Schedules

Exhibit A

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 North Star 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 the University Board on May 2, 2019.
- (f) “Charter Schools Director” or “CSO Director” means the person designated as the Charter School Officer by the University 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, the Authorizing Resolution, the Resolution, the Master Calendar, the ESP 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 CSO Director for review as provided in Section 11.11 and has not been disapproved by the CSO 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 CSO Director that apply to a Management Agreement. The CSO Director may, at any time and at his or her sole discretion, amend the ESP Policies. Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

- (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 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 CSO Director that apply to real property lease agreements entered into by the Academy. The CSO Director may, at any time and at his or her sole discretion, amend the Lease Policies. Upon amendment, changes to the Lease Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (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 CSO Director for review as provided in Section 11.11 and has not been disapproved by the CSO 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 CSO 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, 2019, Issued by the Northern Michigan University Board of Trustees to North Star Public School Academy Confirming the Status of North Star 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 CSO Director describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. The CSO Director will generate a recommendation for consideration by the University Board with regard to the proposed acquisition. The request and the CSO Director's recommendation will be submitted by the CSO Director for the University Board's consideration in accordance with the University Board's generally applicable timelines and policies for the agendas of regularly-scheduled University Board committee meetings and formal sessions of the University Board. No acquisition may be made until the approval of the University Board is obtained by resolution adopted at a formal session of the University Board.

Section 3.6. Authorization of Employment. The University Board authorizes the Academy to employ or contract directly with personnel according to the position information outlined in Schedule 5. However, the Academy Board shall prohibit any individual from being employed by the Academy, an Educational Service Provider or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. Additionally, the Academy Board shall require each individual who works at the Academy to disclose to the Academy Board any other public school or Educational Service Provider at which that individual works or to which that individual provides services. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. The Academy Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees. The Academy 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. CSO Director Review of Certain Financing Transactions. If the Academy proposes to (i) finance the acquisition, by lease, purchase, or other means, of facilities or equipment, 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 for prior review by the CSO Director, as designee of the University Board, in the manner provided herein. The Academy shall, not later than thirty (30) days prior to the proposed closing date of the transaction, submit a written request to the CSO Director describing the proposed transaction and the facilities or equipment to be acquired with the proceeds thereof (if any), and in the case of a transaction described in subparagraph (ii) of this Section, (a) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; (b) a copy of a State School Aid Payment Agreement and Direction document that is in a form acceptable to the University Charter Schools Office; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct

intercept as the University Charter Schools Office may request. Unless the CSO Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the CSO Director shall notify the Academy if the proposed transaction is disapproved. The CSO Director may disapprove the proposed transaction if 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 CSO Director. By not disapproving a proposed transaction, the CSO Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

Section 3.8. 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 body corporate authorized to receive state school aid funds pursuant to Section 11 of Article IX of the State Constitution of 1963.

Section 4.2. Other Permitted Activities. 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 by the University Board 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; and
- (e) An individual simultaneously serving as an Academy Board member and a University official, employee, or paid consultant, as a representative of the University.
- (f) An individual simultaneously serving as an Academy Board member and having an ownership or financial interest in any school building leased or subleased to the Academy.

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

- (a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:
  - (i) Is employed by the Academy;
  - (ii) Works at or is assigned to the Academy;
  - (iii) Has an ownership, officer, policymaking, managerial, administrative non-clerical, or other significant role with the Academy's ESP or employee leasing company; 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 sub-section, familial relationship means a person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner.

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

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

## **ARTICLE V**

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

Section 5.1. Nonprofit Corporation. The Academy shall be organized and 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 members as 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 mathematics and reading portions of 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. 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 CSO Director shall review the contract amendment and make a recommendation to the University Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the CSO Director of the contract amendment shall include a determination by the CSO Director that the Academy is operating in compliance with the Contract and is making measureable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request contract amendment following submission by the CSO Director of a positive recommendation. If the University Board approves the Academy Board's site expansion request contract amendment, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The University Board reserves the right to modify, reject or approve any site expansion request contract amendment in its sole and absolute discretion.

Section 6.13. 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 7 by contract amendment pursuant to Article IX of these Terms and Conditions. Until the matriculation agreement is incorporated into

the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

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 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 CSO Director the review and approval of changes or amendments to this Contract. In the event that a proposed change is not accepted by the CSO Director, the University Board shall 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 CSO 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 CSO 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 CSO 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 CSO 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 CSO 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 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 CSO 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 CSO 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 CSO 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 CSO Director, upon reasonable belief that grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.

(b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the CSO Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response 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 CSO Director prior to a review of the Academy Board's response.

(c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, the CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction") which may include reconstitution pursuant to Section 10.6(d) of these Terms and Conditions. In developing a Plan of Correction, the CSO Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be closed if the CSO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction.

(d) University Board's Contract Reconstitution Provision. The CSO 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 CSO Director may initiate a revocation hearing before the University Charter Schools Hearing Panel if the CSO Director determines that any of the following has occurred:

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

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

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

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

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

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

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

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

(f) Hearing before 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 CSO Director's request for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the CSO Director and shall not last more than three hours. The hearing shall be transcribed and the

cost shall be divided equally between the University and the Academy. The CSO Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel may, however, question the CSO Director and the Academy Board. Within thirty (30) days of the revocation hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. For good cause, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the 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.

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

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

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

(c) Immediate Revocation Proceeding. If the Academy Board, after receiving a notice of Contract suspension from the CSO Director, continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a revocation hearing in accordance with the procedures set forth in section 10.6(e) of this Contract. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall proceed to consider the Hearing Panel's recommendation in accordance with 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 and discipline employees of the Academy;
- (e) settle or compromise with any debtor or creditor of the Academy, including any taxing authority;
- (f) review all outstanding agreements to which the Academy is a party and to take those actions which the Academy Board may have exercised to pay, extend, rescind, renegotiate or settle such agreements as needed; and
- (g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under 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 CSO 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 to pay the costs associated with the wind up and dissolution responsibilities of the Academy. Within five (5) business days of the CSO Director's notice, the Academy Board Treasurer shall provide the CSO Director, in a form and manner determined by the CSO, with account detail information and authorization to direct such funds to the Academy Dissolution Account. The Academy Dissolution Account shall be under the sole care, custody and control of the Academy Board, and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as all the wind-up and dissolution expenses have been satisfied.

## ARTICLE XI

### PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

#### Section 11.1. 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> <small>NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better</small> <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>	Must be Occurrence form
	Must include Sexual Abuse & 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.
	Must include Corporal Punishment coverage.
	\$1,000,000 per occurrence & \$2,000,000 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.
	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.
COVERAGE	REQUIREMENTS
<b>Errors &amp; Omissions (E&amp;O)</b>	Must include Employment Practices Liability.
	Must include Corporal Punishment coverage.
	Must include Sexual Abuse & Molestation coverage.
	Must include Directors' & Officers' coverage.
	Must include School Leaders' E&O.
	Can be Claims Made or Occurrence form.
	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.
Requirement for PSA/SDA/UHS/SOE when leasing employees from Educational Service Provider (ESP) or Management Firm (MF)	NOTE: Must have Alternate Employer Endorsement from ESP/MF. Schedule PSA/SDA/UHS/SOE location on the ESP/MF Contract.
	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
Crime	Must include Employee Dishonesty coverage. Must include third party coverage. \$500,000 limit.

COVERAGE	REQUIREMENTS
Umbrella	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

COVERAGE	RECOMMENDATION
Property	Limits to cover replacement for PSA/SDA/UHS/SOE's property exposures, including real and personal, owned or leased.
Cyber Risk Coverage	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.
Automobile Physical Damage	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 CSO 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>
COVERAGE	REQUIREMENTS
<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
COVERAGE	REQUIREMENTS
<b>Crime</b>	Must include Employee Dishonesty coverage
	Must be Occurrence form
	\$500,000 per occurrence
	PSA must be included as First Named Insured
COVERAGE	REQUIREMENTS
<b>Umbrella</b>	<b>Can be Claims Made or Occurrence form</b>
	<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>
ADDITIONAL RECOMMENDATIONS	
COVERAGE	REQUIREMENTS
<b>Property</b>	Limits to cover replacement for PSA's property exposures, including real and personal, owned or leased
COVERAGE	REQUIREMENTS
<b>Performance Bond (or Letter of Credit with</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 this Contract as an 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 parties 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 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 [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 Academy Board or the [insert name of Educational Service Provider], or which arise out of the failure of the Academy Board or the [insert name of Education 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 either party to enforce its rights as set forth in this Agreement.”

“Agreement Coterminous With Academy’s Contract. If the Academy’s Contract issued by the 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 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 Academy and the Management Agreement must detail the amount of such required coverage. Prior to entering any Management Agreement with an ESP, the Academy shall submit a copy of the final draft Management Agreement to the Charter Schools Office in a form and manner consistent with the ESP policies of the Charter Schools Office which are incorporated into and be deemed part of this Contract. A copy of the final executed Management Agreement shall be included in this Contract under Schedule 5. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended 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
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If to Outside Counsel:	Leonard C. Wolfe Dykema 201 Townsend Street, Suite 900 Lansing, Michigan 48933
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If to Academy:	Board President North Star Public School Academy 3030 Wright Street Marquette, MI 49855
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If to Academy Counsel:	Joseph B. Urban Clark Hill 151 S. Old Woodward, Suite 200 Birmingham, MI 48009
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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. This Contract shall commence on the date first set forth above and shall remain in full force and effect for 4 years until June 30, 2023, unless sooner revoked or terminated according to the terms hereof.

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 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 model 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.

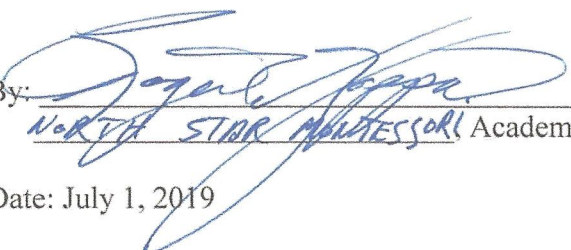
**NORTHERN MICHIGAN UNIVERSITY  
BOARD OF TRUSTEES**

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

Date: July 1, 2019

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.

**NORTH STAR PUBLIC SCHOOL ACADEMY**

By:   
NORTH STAR ACADEMY Academy Board Designee

Date: July 1, 2019

## **CONTRACT SCHEDULES**

### Schedules

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

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

**MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH  
BUREAU OF COMMERCIAL SERVICES**

Date Received

(FOR BUREAU USE ONLY)

**FILED****FEB 10 2009**

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

Administrator

BUREAU OF COMMERCIAL SERVICES

Trans. Info: 1/6/2009 11:02/AM  
CHRG: 1547 AM: 410/00  
ID: 755264

Name

North Star Public School Academy

Address

3030 Wright Street

City

Marquette, MI 49855

State

Zip Code

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**

(Please read information and instructions on the last page)

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

1. The present name of the corporation is: North Star Public School Academy

2. The identification number assigned by the Bureau is:

755-264

3. All former names of the corporation are:

Tri High Public School Academy, Inc. and North Star Academy

4. The date of filing the original Articles of Incorporation was: December 15, 1997

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

*ay*

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## ARTICLE I

The name of the corporation is: North Star Pubic School Academy.

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

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## 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 is a governmental entity.
  3. 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 by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under Part 6A of the Code (the "Contract").
  4. To educate all students in a caring and innovative environment, adhering to high expectations of academic performance and development of a positive sense of self worth in each student.
  5. To prepare students to graduate with a high school diploma and be prepared to pursue any interest relevant to their abilities, talents and desires.
-

### ARTICLE III

1. The corporation is organized on a nonstock basis.  
(stock or nonstock)
2. If organized on a stock basis, the aggregate number of shares which the corporation has authority to issue is \_\_\_\_\_ . If the shares are, or are to be divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences, and limitations of the shares of each class are as follows:

The value of assets which the corporation possesses is:

Real Property: \$1,062,220

*Building & land*

Personal Property: \$8,563

(furniture and equipment)

(The date of valuation of the above capital assets is as of June 30, 2008.)

ADJUSTED PURSUANT TO  
TELEPHONE AUTHORIZATION

3. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

and the description and value of its personal property assets are: (if none, insert "none")

(The valuation of the above assets was as of June 30, 2008 )

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

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

The corporation is organized on a directorship basis.  
(membership or directorship)

### ARTICLE IV

1. The address of the registered office is:

3030 Wright Street

Marquette

Michigan

49855

(Street Address)

(City)

(ZIP Code)

2. The mailing address of the registered office, if different than above:

(Street Address or P.O. Box)

(City)

Michigan

(ZIP Code)

3. The name of the resident agent is:

Ms. Karen Anderson



## ARTICLE V

1. 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.

2. Further, a volunteer director or volunteer officer of the corporation shall not be personally liable to the corporation for monetary damages for a breach of the director's or officer's fiduciary duty, except for liability for any of the following:

- a. A breach of the director's or officer's duty of loyalty to the corporation;
- b. Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- c. A violation of Section 551(1) of the Michigan Non-Profit Corporation Act;
- d. A transaction from which the director or officer derived an improper personal benefit; and/or
- e. An act or omission that is grossly negligent.

3. Further, the corporation assumes the liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer provided that:

- a. The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;
- b. The volunteer was acting in good faith;
- c. The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
- d. The volunteer's conduct was not an intentional tort;
- e. The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle as described in Section 209(e)(v) of the Michigan Nonprofit Corporation Act, being section 450-2209(e)

4. Any repeal, modification, or adoption of any provision in these Articles of Incorporation inconsistent with this Article shall not affect any right or protection of the volunteer director, volunteer officer or other volunteer of the corporation existing at the time of such repeal, modification or adoption.

5. Nothing in this Article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170 of the Public Acts of 1964, being section 691.1407 of the Michigan Compiled Laws.

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## ARTICLE VI

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 Northern Michigan University Board of Trustees (the "University Board") as required by Code.

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## ARTICLE VII

The Board of Directors shall have all the powers and duties authorized by law to organize and administer the business, property and affairs of the corporation.

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## ARTICLE VIII

The officers of the corporation shall be a President, Vice-President, Secretary and a Treasurer, each of whom shall be a member of the Board of Directors and shall be selected by the Board of Directors. The Board of Directors may select one or more assistants to the Secretary or Treasurer, and may also appoint such other agents as it may deem necessary for the transaction of the business of the corporation.

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## ARTICLE IX

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).

To the extent permitted by law, (including, without limitation, the Dissolution of Charitable Purposes Corporation act, MCL 450.51 *et seq.*, and Section 18b of the State School Aid Act, MCL 388.16185), 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.

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## ARTICLE X

Each reference in these Articles to a specific section of any state or federal statute shall also refer to the corresponding provision or provisions of any future state or federal statute.

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## **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 University 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 University Charter Schools Officer, the University Board may consider and vote upon a change proposed by the corporation following an opportunity for a presentation to the University Board by the corporation.

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

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## **ARTICLE XII**

The definitions set forth in the Terms and Conditions as part of the Contract shall have the same meaning in these Restated Articles of Incorporation.

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### ADOPTION OF ARTICLES

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These Restated Articles of Incorporation were duly adopted on the 28<sup>th</sup> day of JANUARY, 2009, 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 28<sup>th</sup> day of JANUARY, 2009.

By: \_\_\_\_\_

Greg Toutam, President

APPROVED BY: \_\_\_\_\_

William Pistulka

Northern Michigan University  
Charter Schools Officer

1/28/09  
Date



Department of Licensing and Regulatory Affairs  
Lansing, Michigan

*This is to Certify That*

**NORTH STAR PUBLIC SCHOOL ACADEMY**

*was validly Incorporated on December 15, 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: 19052537210

*In testimony whereof, I have hereunto set my hand,  
in the City of Lansing, this 2nd day of May, 2019.*

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

**CONTRACT SCHEDULE 2**

**BYLAWS**

**NORTH STAR ACADEMY**

**AMENDED BYLAWS**

**JANUARY 28, 2009**

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**AMENDED BYLAWS**  
**OF**  
**NORTH STAR PUBLIC SCHOOL ACADEMY**

**ARTICLE I**

**NAME**

This organization shall be called North Star 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 Northern Michigan University Charter Schools Office (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 this 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 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 Board or its designee may deem that failure an exigent condition.

**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 the University Board resolution on the 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 constitutional oath of office; and (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; (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. A Board of Director vacancy shall occur when a board member's term expires; upon a board member's death, resignation, removal, failure to maintain residency in the State of Michigan, or disqualification; upon enlargement of the academy board; or as otherwise specified by applicable law. 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 directly related 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. The Academy Board shall provide notice of the annual and all regular meetings as required by the Open Meetings Act.

Section 2. Special Meetings. Special meetings of the Academy Board may be called by 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. The corporation shall provide notice of all special meetings as required by the Open Meetings Act.

Section 3. Notice; Waiver. The Academy Board must comply with the notice provisions of the Open Meetings Act. In addition, notice of any meeting shall be given to each Director stating the time and place of the meeting, delivered personally, 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)

No member of the Board of Directors may vote by proxy or by way of a telephone conference.

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

Section 7. Presumption of Assent. A Director of the Academy Board who is present at a meeting of the Academy Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless 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 is to consist of one or more Directors selected by the Academy Board. As provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, the committees shall have such powers as delegated by the Academy Board, except (i) filling of vacancies in the officers of the Academy Board or committees created pursuant to this Section; (ii) amending the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, Bylaws or Applicable Law,. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Academy Board of its activities as the Academy Board may request.

## ARTICLE VII

### OFFICERS OF THE BOARD

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

Section 2. Election and Term of Office. The Academy Board shall elect the initial officers at its first duly noticed meeting. Thereafter, the officers of the Academy shall be elected annually by the Academy Board. If the election of officers is not held at the annual 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 of the corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The President shall, 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 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. 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 this corporation may be voted at any meeting of security holders of such other corporation by the President of this corporation or by proxy appointed by the President, or in the absence of the President and the President's proxy, by the Secretary or Treasurer of this corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation without necessity of any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this corporation shall have full right, power and authority to vote the share or other securities issued by such other corporation and owned by this corporation the same as such shares or other securities might be voted by this corporation. This section shall in no way be interpreted to permit the corporation to invest any of its surplus funds in any shares or other securities issued by any other corporation. This section is intended to apply, however, to all gifts, bequests or other transfers of shares or other securities issued by any other corporation which are received by the corporation.

Section 6. Contracts Between Corporation and Related Persons. As required by Applicable Law, any Director, officer or employee of the Academy, who enters into a contract with the Academy, that meets the definition of contract under the statute on Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being sections 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**

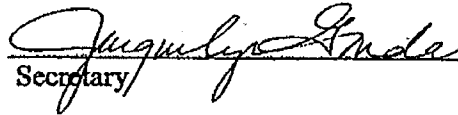
### **TERMS AND CONDITIONS DEFINITIONS**

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

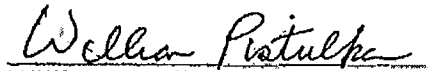
### CERTIFICATION

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 28<sup>th</sup> day of January, 2009.

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:

  
William Pistulka  
Northern Michigan University  
Charter Schools Officer  
Dated: January 28, 2009

**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 North Star 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, 2019, 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 North Star Public School Academy.

BY: Deborah M. Roberts

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

Date: May 22, 2019

**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 North Star 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**

C.E.O./Superintendent .....	5-2
PreK-12 Principal.....	5-4
Dean of Students .....	5-6
Central Office Coordinator .....	5-8
K-12 Administrative Assistant.....	5-10
Accountant .....	5-13
Accounting Assistant .....	5-14
School Counselor .....	5-15
NSA Food Service Director .....	5-17
Teacher.....	5-18
Instructional Program Aide – Special Education.....	5-20
PreK-12 Music Teacher .....	5-21
PreK-12 Physical Education .....	5-23

The North Star Public School Academy Board of Directors employs the position of the C.E.O./Superintendent. The C.E.O./Superintendent of Schools shall strive to achieve District goals by providing educational direction and supervision to the professional staff and supervision to the support staff and by acting as a proper model for the staff and students both in and outside the District. The employee shall remain free of any alcohol or non-prescribed, controlled substance in the workplace throughout his/her employment in the Academy and the employee shall pass a criminal background check.

#### Duties and Responsibilities

The C.E.O./Superintendent shall be directly responsible to the Board of Directors for the performance of the following assigned duties and responsibilities:

- A. Keep the Board of Directors informed of school operation by preparing monthly Board agendas, providing oral and written communication, scheduling management team committee meetings, and requesting special Board of Director meetings that become necessary to keep the Board of Directors properly informed.
- B. Ensure that all aspects of District operation comply with State laws and regulations as well as Board contracts and policies.
- C. Establish and maintain any written educational plan that may be required by law and consistent with the educational goals adopted by the Board of Directors.
- D. Ensure proper implementation of the current District-wide instructional plan as it applies to each building.
- E. Strive to increase the efficient use of District resources in the daily operations of the schools.
- F. Assign staff to achieve the maximum benefit toward the attainment of educational goals.
- G. Evaluate the progress of the professional and support staff toward the attainment of educational goals
- H. Analyze the results of instructional program development as it applies to the Board's educational goals.
- I. Recommend changes in instructional or staffing patterns based on an analysis of staff and program progress.
- J. To assure that decisions made at the building level are created by means of a site-based, decision-making process that includes participation of the school's administration and staff, parents, students and others in the community.
- K. Work cooperatively with parents and community groups concerned with programs in the schools.
- L. Develop personal capabilities in personnel strategies and facility management.

- M. Work cooperatively with the Board of Directors and Administrative staff
- N. Strive toward the highest standards of personal conduct
- O. Perform such other duties as the Board of Directors may direct.

Serve as the chief executive officer for the Board of Directors and responsible for the daily to annual operation of the public school academy. The chief executive officer will:

- A. Carry out all policies formally adapted by the Board of Directors.
- B. Prepare prior to May 30<sup>th</sup> of each year a preliminary budget for the coming year and provide for budget adoption prior to June 30<sup>th</sup>
- C. Report all state, Federal and local revenue to the Board of Directors on a monthly basis, deposit all revenues in the Board of Director approved bank of record and maintain/monitor a current and accurate system of accounts.
- D. Prepare a monthly record of all bills for Board of Directors approval and provide for payment upon Board of Directors approval.
- E. Adhere to all purchasing policies and procedures adopted by the Board of Directors.
- F. Construct Board of Director agendas with the Board chairman and provide all informational reports as required by the Board of Directors.
- G. Operates the academy within the laws, school code, and rules and regulations set forth by the legislature, Michigan Department of Education and Board of Directors.

Screens, selects and recommends to the Board of Directors all staff to be hired.

Recommends curriculum and instructional techniques in accordance with state mandates/guidelines and interest of the students and staff of the Public School Academy.

Adopted 1/28/09

# **NORTH STAR PUBLIC ACADEMY**

## **PreK-12 PRINCIPAL JOB DESCRIPTION**

North Star Public Academy employs this position. The employee shall remain free of any alcohol or non-prescribed, controlled substance in the workplace throughout his/her employment in the Academy and is required to pass a criminal background check.

### **PRIMARY FUNCTION**

The Administrator will provide leadership and administration which will motivate instructional and support personnel to strive for superior performance so as to provide the best possible opportunities for student growth and development, both educationally and personally.

The HS Administrator will execute all functions in compliance with current directives from the CEO/ Superintendent, established Board policies and the state statutes.

### **LINE OF AUTHORITY**

Directly responsible to the CEO/ Superintendent of North Star Academy.

### **AREAS OF RESPONSIBILITY**

#### **School Leadership**

- Develop efficient procedures for coordinating the curriculum with available time, physical facilities and personnel through scheduling.
- Develop course schedule and offerings in compliance with Board and MOE requirements
- Make recommendations regarding the materials, resources and equipment needed for the fulfillment of the instructional program.
- Be knowledgeable of current educational practices.
- Encourage staff to explore innovative and imaginative materials and practices and provide for their implementation through staff development.
- Promote the general welfare of the staff and create a harmonious working atmosphere within his school and within the District.
- Direct the assignment of staff
- Assist in the formulation and administration of staff personnel policies.
- Assist in the determination of physical plant needs.
- Prepare and distribute a Student Handbook and Curriculum Guide. They must be presented annually to the Board for review and endorsement.
- Maintain accessibility to students, staff, and parents.
- Be directly involved in short- and long-term planning for the HS and the district
- Attend all regular monthly Board of Directors meetings

#### **Monitor Academic Performance**

- Monitor student and staff academic performance through NWEA MAP testing, state testing and teacher-developed classroom assessments. Curriculum gaps, areas of strength and improvement needs should be identified and communicated to staff, and the instructional program adapted to correspond with strengths and needs.
- Collaborate with other North Star Academy administrators and staff to improve performance in all academic areas.
- Review lesson plan objectives, methods of assessment, and instruction alignment with teaching staff

- Complete all aspects of staff evaluations with direct employee participation, i.e. classroom walk-throughs, formal and informal observations, pre- and final employee evaluation documentation with recommendations for continued or terminated employment.

#### State Reports

- Assist with data collection for all required state and federal reports, including, but not limited to SRSD, Membership, REP, Civil Rights Data, SID

#### Testing Coordinator

- Plan, coordinate, and administer all K-12 testing and assessment programs, except for teacher-designed classroom assessments. Includes, but not limited to NWEA MAP, M-Step, ACT, SAT, Work Keys.

#### Building Climate, Safety and Security

- Maintain visibility in the school building
- Know your building. Work with janitors, repair personnel. Ensure that the facility is safe, secure, clean and in good repair.

#### Student Discipline

- Directly responsible to implement and ensure a standard of student behavior designed to command respect and minimize school and classroom interruptions.

#### Assistance in Staff Hiring

- **Make** recommendations concerning the selection and assignment of personnel to the CEO

#### Data Systems and Collection

- Supervise the maintenance and retention of all school and student records.

#### Other Duties - as assigned by the CEO/Superintendent



## **Job Description Dean of Students**

North Star Public Academy employs this position. The employee shall remain free of any alcohol or non-prescribed, controlled substance in the workplace throughout his/her employment in the Academy and is required to pass a criminal background check.

Title: Dean of Students at North Star Public Academy

Job Goal: The Dean of Students will work closely with the principal, school personnel and students to build and maintain a positive, safe school climate.

Qualifications/Experience: Teaching and/or leadership experience in a school setting demonstrating use and implementation of successful student behavior management strategies and leadership skills.

Education: Minimum of a Bachelor's degree in a related field.

Certification: A valid Michigan teaching license and/or valid Michigan administrative license.

Ability to: Build positive relationships with students, staff, parents and community members  
Collaborate and communicate effectively with key stakeholders through a variety of methods.  
Provide leadership of behavior management and supervision.

Classification: Full-time.

Reports to: Superintendent/Principal.

### **Duties and Responsibilities:**

- To serve as an instructional leader in the planning, coordination, and administration of the school's mathematics program.
- Performs a variety of administrative duties to assist the Principal in managing the school.
- Assumes the duties of the Principal in the absence of the Principal and as assigned.
- Assists the Principal in supervising, observing and evaluating the performance of certificated and/or non-certified personnel.
- Assists with the recruiting, interviewing and selection of new faculty and staff.
- Works with Pathways to Potential staff to monitor student attendance issues and prepares letters, calls parents and attends meetings as needed.
- Manage and enforce school behavioral expectations, including attendance classroom alignment with school-wide goals.
- Confer with students, parents and teachers regarding student related policies.
- Assist staff with the creation and alignment of classroom student behavioral expectations and classroom management plans.
- Serve as a resource to staff regarding student management issues.
- Create and coordinate education alternatives for students in need.
- Collaborate with staff, administrators and parents through the response to intervention process.
- Assist in the planning, developing and implementation of student behavior plans.
- Confer with students and administer appropriate consequences.

- Openly communicate with staff and parents/guardians regarding student behavior.
- Collaborate with the school counselor and personnel to create and maintain research-based behavioral interventions and train faculty and staff.
- Attend appropriate meetings regarding student growth and success (IEP and 504 meetings, parent meetings, expulsion hearings, etc) as needed.
- Assist in the maintenance of the crisis management plan and school safety requirements.
- Assist in planning and leading Professional Development for teachers and staff

North Star Public Academy  
Central Office Coordinator  
Job Description

North Star Public School employs this position. The employee shall remain free of any alcohol or non-prescribed, controlled substance in the workplace throughout his/her employment in the Academy and is required to pass a criminal background check.

Central Office Coordinator

CEO/Superintendent

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Graduation from an accredited high school (Associated Degree or post-secondary training in business or related field preferred)

Skilled in the use of computers and office equipment. Must be able to utilize PowerSchool and E-Term software and have high level of proficiency in the use of Microsoft Word and Excel.

Must pass competency test in writing skills, grammar, basic math skills, and use of Microsoft Excel and Word

Excellent written and verbal communications required. Ability to communicate and work effectively and courteously with staff, students, parents, vendors, and the general public.

Ability to assume responsibility and maintain confidentiality.

Ability to prioritize and manage tasks efficiently

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Assists the CEO/Superintendent and Board of Education Members by performing secretarial and clerical duties as described below. Acts as liaison between the district and community, Superintendent and parents, and Superintendent and staff. Completes pupil accounting and database functions including the preparation of audit findings and assists in the reporting of assessment results. Assists in the technology coordination for the school in conjunction with contracted services.

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Assist CEO/Superintendent with typing and proofreading correspondence.

Arrange appointments and travel arrangements for the Superintendent

Publish employment and bid postings and media releases.

Process all incoming applications and distribute to administrators for open positions.

Create, maintain, and provide access to personnel files according to board policy.

Complete personnel action forms including New Employee Checklist, Employee Status Change, FMLA forms, and other personnel or payroll related forms as required.

Contact board members for special board and committee meetings, post the meetings, develop and distribute agendas and packets, attend special board meetings, and take, process and file minutes of all board meetings.

Set up Administrator meetings, contact administrators and develop agendas.

Process FOIA requests.

Process bid specifications and correspondence as required by Superintendent.

Maintain the central filing system.

Conducts and certifies the reports for the district as required by the Michigan Department of Education (MDE).

Works collaboratively with pupil membership auditor at Marquette Alger Regional Service Agency (MARESA)

Remain up to date on pupil accounting procedures.

Satisfy EPICENTER requirements as issued by NMU

Update job descriptions, contracts, handbooks, and policies.

Maintain a list of staff and board members.

Coordinate end-of-year calendar for board members.

Process administrator and non-union staff evaluations

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Assist in preparing for the financial audit.

Miscellaneous reporting requirements.

Perform any and all other duties as may be assigned by the CEO/Superintendent

## K-12 Administrative Assistant Duties

TITLE: K-12 Administrative Assistant/School Secretary

North Star Public School Academy employs the Administrative Assistant. The employee shall remain free of any alcohol or non-prescribed, controlled substance in the workplace throughout his/her employment in the Academy and employee must pass a criminal background check

DEFINITION: Under the general supervision of the building principal, the employee will perform responsible and varied clerical and secretarial work functions; and other related work as required.

### QUALIFICATIONS:

1. High school graduate or equivalent.
2. Computer literate.
3. Ability to relate well to students and parents.
4. Initiative in advocating for students and families.
5. Ability to multi-task.
6. Ability to support positive student behaviors and teach children to make appropriate choices.
7. Such other qualifications as the board may find appropriate and acceptable.

REPORTS TO: North Star Montessori Academy K-12 Principal

### DUTIES:

1. The secretary is often the first contact the public has with the school. The secretary is expected to act in such a manner as to make the first impression a positive one.  
**Communications, records, and office management are expected to conform to the highest standards of professionalism.**
2. Serve as communication hub:• Answer incoming calls• Deliver messages to students and staff in a timely manner • Generate a school newsletter each term• Update Google calendar• Prepare and distribute notices • Distribute mail • Update student and staff demographics changes in PowerSchool • Maintain a clean and organized office space • Update drills and photos on website
3. Check daily attendance on all students. • Enter daily attendance codes in PowerSchool
4. Perform all enrollment procedures for incoming students including requesting records (via fax or mail) from previous schools. • Manage open enrollment of Preschool-12th grade students• Send out preschool bill monthly or as needed
5. Perform all withdrawal procedures. • Obtain grades from teachers of transferring students and put in cumulative record. • Copy and mail records to new school.
6. Perform functions to ensure the smooth transition of the start of the school year: • Ensure that all student and parent forms are filled out completely and signed • Prepare student handbooks and ensure parents and students sign• Prepare staff handbooks• Develop class lists and make available to employees• Update room and phone card• Prepare bus lists for teachers• Maintain adequate supplies• Create student cumulative folders• Provide completed free/reduced applications to food service director• Inspect and copy birth certificates and immunization records, place in cumulative folders• Update student phone numbers and

addresses on both hardcopy and in PowerSchool, as needed • Place student pictures in cumulative folders and in PowerSchool

7. Perform functions to close out the school year: • Finalize grades. • Print and mail report cards • Move cumulative records to attic • Update forms as needed • Collect locks and ensure lockers are left open for cleaning

8. Manage student records in PowerSchool, including demographic information, attendance, state reporting fields, and behavior incidents.

9. Call in lunch order every morning and add to order as needed, distribute and upload lunch menu to website

10. Maintain records of employee absences. • Report teacher absences to principal regularly

11. Maintain record of comp time, paid time off, and professional development days for employees.

12. Handle transportation requests. • Order buses for field trips • Setup and maintain bus rosters • Communicate with bus company to add or delete bus stops.

13. Maintain inventory, order supplies, and organize supply closet and cabinets.

14. Prepare awards ceremony and graduation programs. • Print awards and distribute to teachers

15. Place material orders, maintain purchase order records and track spending as advised by business manager.

16. Participate in professional development and training as indicated by the principal.

17. Serve as "acting nurse" throughout the day and "maintenance staff" as needed. • Administering and dispensing medication as needed, logging medications the collection of medications, communicating with parents when medication is needed, assisting principal with fixing and/or maintaining the school environment

18. Track student attendance • Send attendance letter as appropriate • Report absences to principal • File truancy as needed

19. Abide by work schedule as assigned by the principal. (7:45 am to 4:15 pm)

20. **It is imperative that the person employed in this position display, at all times, acceptable professional and ethical standards.** These expectations include: confidentiality, respect of privacy, courtesy, cooperation, positive attitude, reliability, punctuality, accuracy, efficiency, timeliness in respect to deadlines and respectfulness toward others. The employee shall represent the district in a positive way, both on duty and in connection with school activities, even though the employee may not be officially on duty.

21. Be familiar with and follow all FERPA (Family Educational Rights & Privacy Act) and H1PAA (Health Insurance Portability and Accountability Act) laws and requirements.

22. Perform all other duties as assigned by the principal, superintendent, and/or data manager.

23. The employee is held accountable for all duties of the job.

Signature indicates that the recipient has received and agrees to the duties in the job description.

---

Administrative Assistant

Date

---

Principal/School Designee

---

Date

## **North Star Public Academy**

### **Accountant Job Description**

North Star Public Academy employs this position. The employee shall remain free of any alcohol or non-prescribed, controlled substance in the workplace throughout his/her employment in the Academy and is required to pass a criminal background check.

#### **PRIMARY FUNCTION**

Provide support to the CEO/ Superintendent in finance and budget areas

#### **LINE OF AUTHORITY**

Directly responsible to the Superintendent/CEO of North Star Academy.

#### **AREAS OF RESPONSIBILITY**

- Complete all receipts, accounts payable and time keeping tasks in accordance with NSA Policies and Procedures developed for federal award compliance and NSA Board approved March 25, 2015.
- Assist CEO/ Superintendent in budget development and monitoring.
- Process accounts payable for submission to MARESA on a bi-weekly basis.
- Verify all timesheets prior to submission to MARESA for payment on a bi-weekly basis.
- Prepare grant funds requests through MDE CMS with the appropriate grant administrator.
- Prepare and submit monthly Food Service Program federal reimbursement requests.

Other duties as assigned by the CEO/ Superintendent

#### **TERMS OF EMPLOYMENT**

This position is contracted through a third-party for services of approximately 40 hours/month. Schedule is flexible, mutually determined by Accountant and CEO/Superintendent.



**North Star Public  
Academy**  
Accounting Assistant  
Job Description

North Star Public Academy employs this position. The employee shall remain free of any alcohol or non-prescribed, controlled substance in the workplace throughout his/her employment in the Academy and is required to pass a criminal background check.

**REPORTS TO:** CEO/SUPERINTENDENT

**PRIMARY FUNCTION**

The Accounting Assistant will provide support to the CEO/Superintendent In assisting with all accounting functions

**LINE OF AUTHORITY**

Directly responsible to the Superintendent/CEO of North Star Academy.

**AREAS OF RESPONSIBILITY**

- Complete all receipts, accounts payable and time keeping tasks in accordance with NSA Policies and Procedures developed for federal award compliance and NSA Board approved March 25, 2015.
- Assist CEO/Superintendent In budget development and monitoring.
- Process accounts payable for submission to MARESA on a bi-weekly basis.
- Verify all timesheets prior to submission to MARESA for payment on a bi-weekly basis.
- Prepare grant funds requests through MOE CMS with the appropriate grant administrator.
- Prepare and submit monthly Food Service Program federal reimbursement requests.

Other duties as assigned by the CEO/Superintendent

**TERMS OF EMPLOYMENT**

This position is contracted through a third-party for services of approximately 40 hours/month. Schedule is flexible, mutually determined by Accounting Assistant and CEO/Superintendent

**NORTH STAR PUBLIC  
ACADEMY  
SCHOOL COUNSELOR  
JOB DESCRIPTION**

North Star Public Academy employs this position. The employee shall remain free of any alcohol or non-prescribed, controlled substance in the workplace throughout his/her employment in the Academy and is required to pass a criminal background check.

REPORTS TO: Building Principal

**GOAL OF THE PreK-12 SCHOOL COUNSELOR:** To help any students in the areas of academic achievement, personal/social development and career development. ensuring today's students become the productive, well- adjusted adults of tomorrow. Provide solutions to help curb rates of school failure and dropout by addressing broader contexts that include personal, social, emotional, and career development.

**General Fund (.80 FIE)**

- Address the academic and developmental needs of all students, not just those in need. By collaborating with students, parents, school staff and the community
- Maintain a guidance program that aligns with the educational mission and philosophies of North Star Academy
- Follow a comprehensive guidance curriculum to work with students In Individual, small group and classroom settings
- Help students create an academic plan for their education to prepare for successful careers after graduation
- Help students develop the necessary skills, such as organizational, time management, and study skills
- Monitor student progress to ensure that the school counseling program meets its desired goals and objectives
- Collect, analyze and present statistics about grades, test **scores**, attendance and disciplinary records, and other information to make databased and data-driven decisions
- Assist schools In their education reform mandates to reduce any achievement gap, especially those identified among low income and minority children
- Increase academic achievement, raise career awareness, and Improve overall student self-efficacy through collaboration, coordination, and consultation with students, families, and school and community stakeholders

**Title I (.20 FTE)**

- Help students overcome obstacles that may form barriers to learning by helping students respond to issues with their families end lives outside of school, as well as developmental issues typical in childhood and adolescence

- Assist Homeless Students
  - o Facilitate enrollment, verifying documentation (or lack of)
  - o Inform parents/guardians/youth of rights
    - educational rights
    - transportation
  - o Unaccompanied youth are informed of rights and assisted with enrollment- including academic **review** to ensure appropriate placement
  - o Ensure e-compliance with state's dispute resolution process
  - o Get homeless students enrolled!
- Conduct appropriate staff awareness training
- **Meet** state recommendations for liaison training and capacity
- Promote school and community awareness
- Collaborate with local agencies/organizations
- Ensure identification of homeless students
- Ensure full and equal access to services, including appropriate referrals in district and community - **Inform and follow-up**
- Provides supplemental training in social skills that will benefit their classroom academic success to full classes; however, individual, 2-person, or small group sessions are also available when the needed is identified by the Title 1 personnel and Counselor.

## **NSA Food Service Director**

North Star Public Academy employs this position. The employee shall remain free of any alcohol or non-prescribed, controlled substance in the workplace throughout his/her employment in the Academy.

REPORTS TO: CEO/Superintendent

### **Food Service Specific Responsibilities:**

- Maintain all Food Service Program records on a timely basis
  - o Review Free & Reduced Meal application forms
  - o Notify families appropriately
  - o Keep daily meal records > numbers and type meals
  - o Complete and submit monthly state reimbursement claims
- **Serve breakfast** and lunch to students at the scheduled times. assisting **vendor/server** with lunches
- Order meal and ala carte supplies as needed
- Ensure kitchen and eating area are clean before, and after meals, this includes tables, countertops, dishes washed, garbage cans emptied, and floor swept
- Student food service-related data and funds collected, completed and inputted into PowerSchool
- Collect lunch money and prepare weekly **deposits**
- Invoice families for meals and ala carte balances on a timely basis
- Inputting lunch balance into PowerSchool

### **Other**

- Other duties as assigned by administration

09/01/08

## **TEACHER JOB DESCRIPTION NORTH STAR PUBLIC ACADEMY**

North Star Public Academy employs this position. The employee shall remain free of any alcohol or non-prescribed, controlled substance in the workplace throughout his/her employment in the Academy and is required to pass a criminal background check.

Reports To: Building Principal

A teacher's responsibilities include but may not be limited to the following. Additional expectations may be assigned by the Dean/Assistant Administrator and/or CEO/Superintendent.

### **PLANNING/INSTRUCTION**

1. Meets and instructs assigned classes in the locations and at the times designated.
2. Plans a program of sequential study that, as much as possible, meets the individual needs, interests and abilities of the students.
3. Strives to implement by instruction and action the school's philosophy of education and instructional goals and objectives.
4. Guides the learning process towards the achievement of curriculum goals and in harmony with the goals-establishes clear objectives for all lessons, units, and projects and sets performance standards.
5. Teachers are required to have lesson plans in writing, for at least one day in advance at all times. These written plans should be available for inspection upon demand and also readily accessible for a substitute teacher.
6. Daily lesson plans should be congruent with the systematic presentation of the course content, the needs of the students and regular checks on achievement.

### **CLASSROOM/SCHOOL ENVIRONMENT**

1. Create a classroom environment that is safe, conducive to learning and appropriate to the maturity and interests of the student.
2. Encourage students to set and maintain standards of classroom behavior.
3. Responsible for maintaining control in the classroom essential for effective learning and teaching. Teachers should also assist, as needed, in dealing with student behavior problems outside the confines of their classrooms.
4. Develops classroom rules (should be written) which are accessible for students and substitute teachers.
5. Is consistent with the Discipline Policy.

### **TEACHING TECHNIQUE**

1. Employs a variety of instructional techniques and instructional media, consistent with the physical limitations of the location provided and the needs and capabilities of the individuals or student groups involved.
2. Assesses the accomplishments of students on a regular basis and provides progress reports as required and gives timely and continual feedback to students.
3. Recognizes the uniqueness of each group of students and ensures that no efforts are spared in causing positive things to happen with all classes.
4. Works under the assumption that there is a gap between what the student

should know and what they do know accompanied by a realistic expectation about closing or narrowing the gap.

#### **DUTIES AND RESPONSIBILITIES**

1. Takes all necessary precautions to protect students, equipment, materials and facilities.
2. Closes/locks doors to classrooms and turns out lights when leaving classroom.
3. Makes provisions for being available to students and parents for education-related purposes outside the instructional day when required or requested to do so under reasonable terms.
4. Inspects the condition of walls, desks and boards in the classroom.
5. Maintains accurate, complete and correct records as required by law, district policy and administrative directive.
6. Class record book, electronic and/or written, is complete and up to date and reflects an appropriate number of grades on which to base an accurate evaluation of the student's performance.
7. Completes all purchase requisitions for materials needed and returns them to the office for processing.
8. Informs students of their responsibilities as to the care and treatment of textbooks.
9. Serves on committees when requested to do so.
10. Strives to maintain and improve professional competence.
11. Attends staff meetings and serves on committees as required.

#### **LEGAL/POLICY RESPONSIBILITIES**

1. Teachers are responsible for accurate attendance-taking in all classes. This is a legal responsibility that may not be delegated to students. All student absences and tardiness must be recorded in the district's records.
2. Teachers are expected to accurately reflect all attendance and academic records in the student records data base on a timely basis.
3. If a student becomes ill or is injured, it is the teacher's responsibility to both notify the office and see that the student gets to the office. If assistance is needed, another student should be sent to the office for assistance. Teachers are to remain in the classroom or in the hall with the injured/ill students.
4. Teachers are expected to complete an Accident Report in the event of an injury to a student when they (the teacher) were responsible for that student or are asked to be a witness to an injury.
5. Teachers are not to leave their classrooms unsupervised for any reason.

**NORTHSTAR ACADEMY**  
**POSITION DESCRIPTION**  
**Instructional Program Aide - Special Education**

North Star Public Academy employs this position. The employee shall remain free of any alcohol or non-prescribed, controlled substance in the workplace throughout his/her employment in the Academy and is required to pass a criminal background check.

Reports to: Building Principal

Rationale: Assists in providing for the individual needs of special education students

Qualifications:

1. High school graduate and a minimum of 60 college credits.
2. Effective communication skills (usage, grammar and vocabulary), both oral and written.
3. Basic computer skills required and willingness *to* learn additional software/hardware.
4. Willingness to be trained in instructional strategies.
5. High energy level, creative problem-solving, ability and sensitivity to the need of students.
6. Ability to maintain a high level of ethical behavior and enthusiasm.
7. Ability to work with and relate to students positively and with enthusiasm.
8. Ability to show initiative to follow through on activities without continuous teacher direction.
9. Ability to model and facilitate children's learning activities to help them achieve goals stated by Individual Educational Programs.
10. Alternatives to the above qualifications as the Board of Education may find appropriate and acceptable.

Performance Responsibilities:

1. Works with individual students or small groups of students to help them master skills as directed by the building Principal and/or special education teacher.
2. Assists students in the general education classroom assignments/skills such as note-taking, preparing written reports or stories, comprehending content area reading, handwriting, studying for tests, and test-taking.
3. Maintain communication among the special education teacher and classroom teachers regarding student progress, concerns, **needs or** other pertinent information
4. Assists teachers in handling students when their behavior is not under control.
5. Assists with record keeping.
6. Assists in organizing and gathering resources for students.
7. Checks and monitors progress of students on a daily basis and provides written reports when requested.
8. Performs other duties as assigned

07/20/09

6.5 Hours/day, 172 Instructional Days @ \$10/hour  
Participation in professional development activities may be required in addition

## **North Star Public Academy PreK-12 Music Teacher Description and Duties**

North Star Public Academy employs this position. The PreK-12 Music Teacher reports to the School Principal. The employee shall remain free of any alcohol or non-prescribed, controlled substance in the workplace throughout his/her employment in the Academy and is required to pass a criminal background check.

### **Job Summary**

Position is responsible for teaching music education to pupils in grades PK-12 and assists the students in developing an appreciation of music instruction. Helps pupils grow in their enjoyment, appreciation, and performance of music through a variety of planned music experiences which include singing, moving to music, playing of instruments and listening to music.

### **Essential Duties**

1. Teaches skills in music understanding/appreciation, harmony, explorations in music and choral music to elementary pupils.
2. Plans/executes a balanced music program and organizes class time so that preparation, rehearsal and instruction can be accomplished within the allotted time.
3. Provides individual and small group instruction in order to adapt the music curriculum to the needs of each pupil.
4. Encourages students to develop individual musical skills to the greatest extent possible. Utilizes repertoire of all types of music literature, including traditional and contemporary that are appropriate for the ages and skill levels of pupils.
5. Maintains care/responsibility for school-owned music, musical instruments and equipment to prevent loss or abuse. Makes minor adjustments and requests repairs to instruments as required.
6. Evaluates each pupil's musical growth, performance, and musical understanding. Assesses each individual's contribution to the performance of the group.
7. Conduct a minimum of two concerts per year, along with other school based and community events.

### **Other Duties**

1. Selects appropriate music, books and instructional aides to enhance learning and requisitions musical instruments and instructional supplies as necessary.
2. Cooperation with Building Principal and staff in providing musical programs for school assemblies, open house, parent meetings and seasonal programs.
3. Communicates with parents and school staff on individual student's progress.



### **Job Specifications**

Must possess a Bachelor's or Master's degree in education and possess a valid Michigan teaching certificate with a K-12 Music endorsement. Must possess ability to communicate effectively verbally and in writing. Must possess the ability to establish and maintain effective working relationships with students, staff, parents, and the public.

### **Working Conditions and Physical Requirements**

1. Ability to work at a desk, conference table or in meetings of various configurations.
2. Ability to stand and circulate for extended periods of time.
3. Ability to see for purposes of reading music, correspondence, documents and printed matter and observing students.
4. Ability to hear and understand speech at normal levels. Ability to communicate so others will be able to clearly understand normal conversation.
5. Ability to bend, crouch, kneel to assist students pushing/pulling and lifting of musical equipment and supplies, sitting in chairs and/or floor and reaching in all directions.
6. Ability to lift up to 25 pounds. Ability to carry up to 25 pounds.

### **Work Environment**

Work is predominantly in classroom or within school environment. Dexterity and physical condition to maintain a rigorous work schedule and meet standards of physical and mental health. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodation may be made to enable individuals with disabilities to perform.

*This job description in no way states or implies that these are the only duties to be performed by this employee. The Teacher will be required to follow any other instructions and to perform any other related duties as assigned by the Principal or appropriate administrator. North Star Montessori Academy reserves the right to update, revise or change this job description and related duties at any time.*

---

Supervisor Signature

Date

*I acknowledge that I have received and read this job description.*

---

Employee Name (Print)

Signature

Date

## **North Star Public Academy**

### **PreK-12 Physical Education Description and Duties**

North Star Public Academy employs this position. The PreK-12 Physical Education Teacher reports to the School Principal. The employee shall remain free of any alcohol or non-prescribed, controlled substance in the workplace throughout his/her employment in the Academy and must pass a criminal background check.

#### **Job Summary**

Position is responsible for creating a classroom environment that fosters, promotes and develops an understanding of the relationship of healthy body function and exercise; that motivates each student to cultivate physical fitness, and appropriate social and emotional adjustment; that discovers and develop talents of students in physical achievement; and that develops strength, skill, agility, poise, and coordination in individual, dual and team physical activities and sports, in accordance with each student's ability.

#### **Essential Duties**

1. Teaches knowledge and skills in physical fitness, health education, rhythms and dance, and individual, dual or team sports, utilizing Michigan curriculum and other appropriate learning activities.
2. Instructs students in citizenship and basic subject matter specified in Michigan state law.
3. Works cooperatively with other teachers in planning and implementing a balanced physical education program.
4. Analyzes, demonstrates, and explains basic skills, knowledge and strategies of formal sports, games, rhythms, and fundamentals of body movement.
5. Develops lesson plans and supplementary materials compatible with the school's basic instructional philosophy and provides individualized and small group instruction in order to adapt the curriculum to the needs of each student and subgroups of students.
6. Establishes and maintains standards of student behavior to provide an orderly, productive environment in the physical education areas.
7. Provides appropriate safety instruction and makes safety checks on equipment to ensure the overall safety of students.
8. Evaluates academic and social growth of students, prepares report cards, and keeps appropriate records to include attendance reports, checklists, and other recordkeeping activities as necessary.
9. Maintains control of storage, office space and use of school property.
10. Evaluates each student's growth in physical skills, knowledge and contribution in team sports.
11. Communicates with parents, teachers and school counselor on student progress.
12. Supervises students in out of classroom activities during the assigned working day.
13. Administers testing in accordance with standards and curriculum.
14. Models non-discriminatory practices in all activities.

**Other Duties**

1. Maintains professional competence by attending staff development programs, curriculum development meetings and other professional activities.
2. Participates in various student and parent activities which occur in school including student clubs and after-school activities.
3. Creates an effective learning environment through functional and attractive displays, bulletin boards, and activity/learning centers.
4. Performs any other related duties as assigned by the Principal or other appropriate administrator.

**Job Specifications**

Must possess a Bachelor's or Master's degree in education and possess a valid Michigan teaching certificate with a K-12 PE endorsement. Must possess ability to communicate effectively verbally and in writing. Must possess the ability to establish and maintain effective working relationships with students, staff, parents, and the public.

**Working Conditions and Physical Requirements**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions. Must have the ability to sit and stand for extended periods of time; exhibit manual dexterity to dial a telephone, to enter data into a computer; to see and read a computer screen and printed material with or without vision aids; hear and understand speech at normal classroom levels, outdoors and on the telephone; speak in audible tones so that others may understand clearly in normal classrooms, outdoors and on the telephone; physical ability to lift up to 25 pounds to shoulder height and 50 pounds to waist height; and to bend, stoop, sit on the floor, climb stairs, walk and reach overhead.

**Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Duties are normally performed in a school/classroom environment. Duties may be occasionally performed on field trips away from school. The noise level in the work environment is usually moderate.

*This job description in no way states or implies that these are the only duties to be performed by this employee. The Teacher will be required to follow any other instructions and to perform any other related duties as assigned by the Principal or appropriate administrator. North Star Montessori Academy reserves the right to update, revise or change this job description and related duties at any time.*

---

Supervisor Signature

Date

*I acknowledge that I have received and read this job description.*

---

Employee Name (Print)

Signature

Date

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

**North Star Academy**

**Physical Plant Description**

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Physical Plant Description .....	6-2
Site Plan .....	6-4
Floor Plan.....	6-5
Occupancy Approval .....	6-8
Mortgage Documents.....	6-10

## **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).

The address and a description of the proposed physical plant (the "Proposed Site") of North Star Academy ("Academy") is as follows:

Address: 3030 Wright Street  
Marquette, MI 49855

Description: North Star Academy's middle and high school students are housed in an 11,100 square foot building. The building was constructed to serve as the district's school building in 2005. North Star Academy middle and high school includes seven classrooms; a multi-purpose room that serves as a general assembly/cafeteria site; and several office areas.

A 9,400 square foot elementary school addition to the current building includes seven classrooms, a media center that houses the K-12 library and computer lab, a special education office, gymnasium, and elementary offices.

A 4,800 square foot, six classroom modular facility is located adjacent to the main buildings. Five classrooms will be used for grades 6-8 and the sixth classroom will be used as an office and for the Title I and special education services.

Term of Use: Term of Contract.

Configuration of Grade Levels: Kindergarten through twelfth grade.

Name of School District and Intermediate School District:

Local: Marquette Area Public Schools  
ISD: Marquette Alger RESA

3. It is acknowledged and agreed that the following information about this site is provided on the following pages, or must be provided to the satisfaction of the College 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 College Board hereby acknowledges 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 College 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 College 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 College 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 College 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.

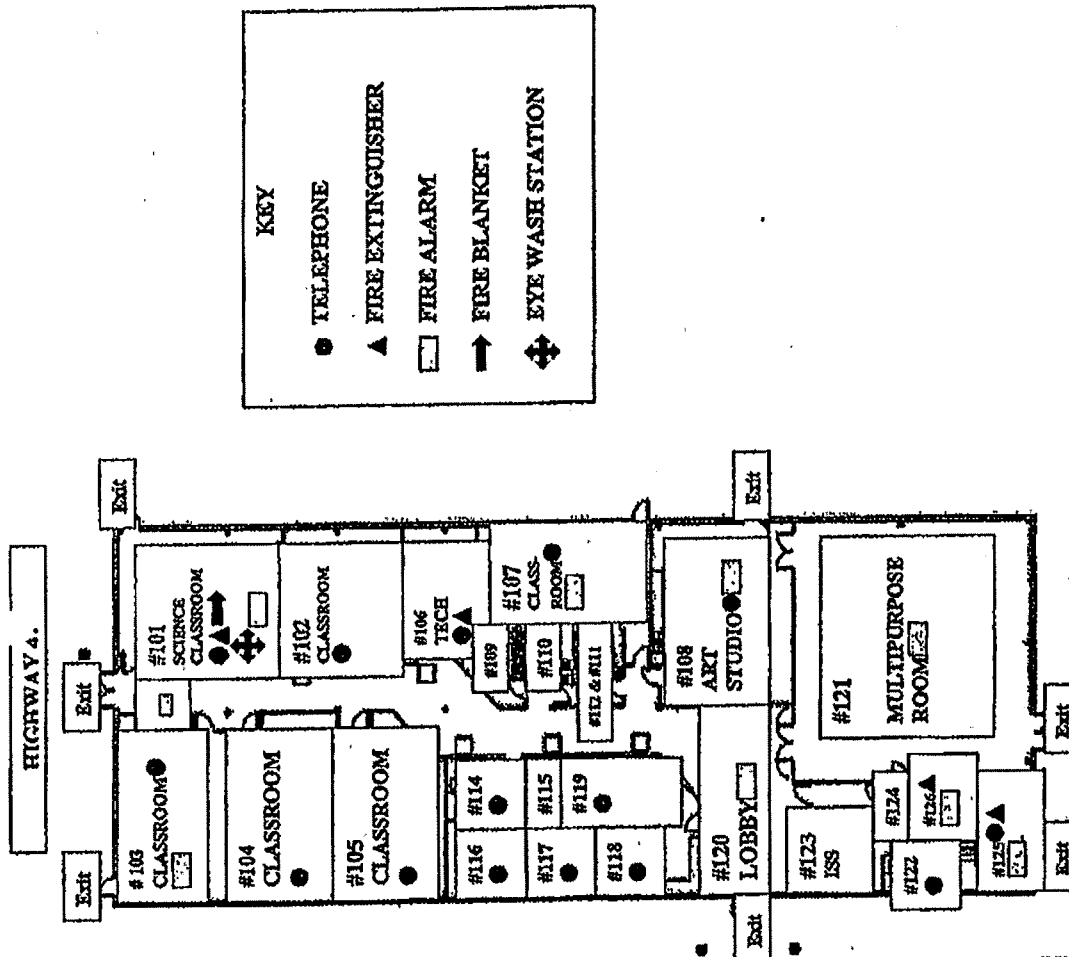




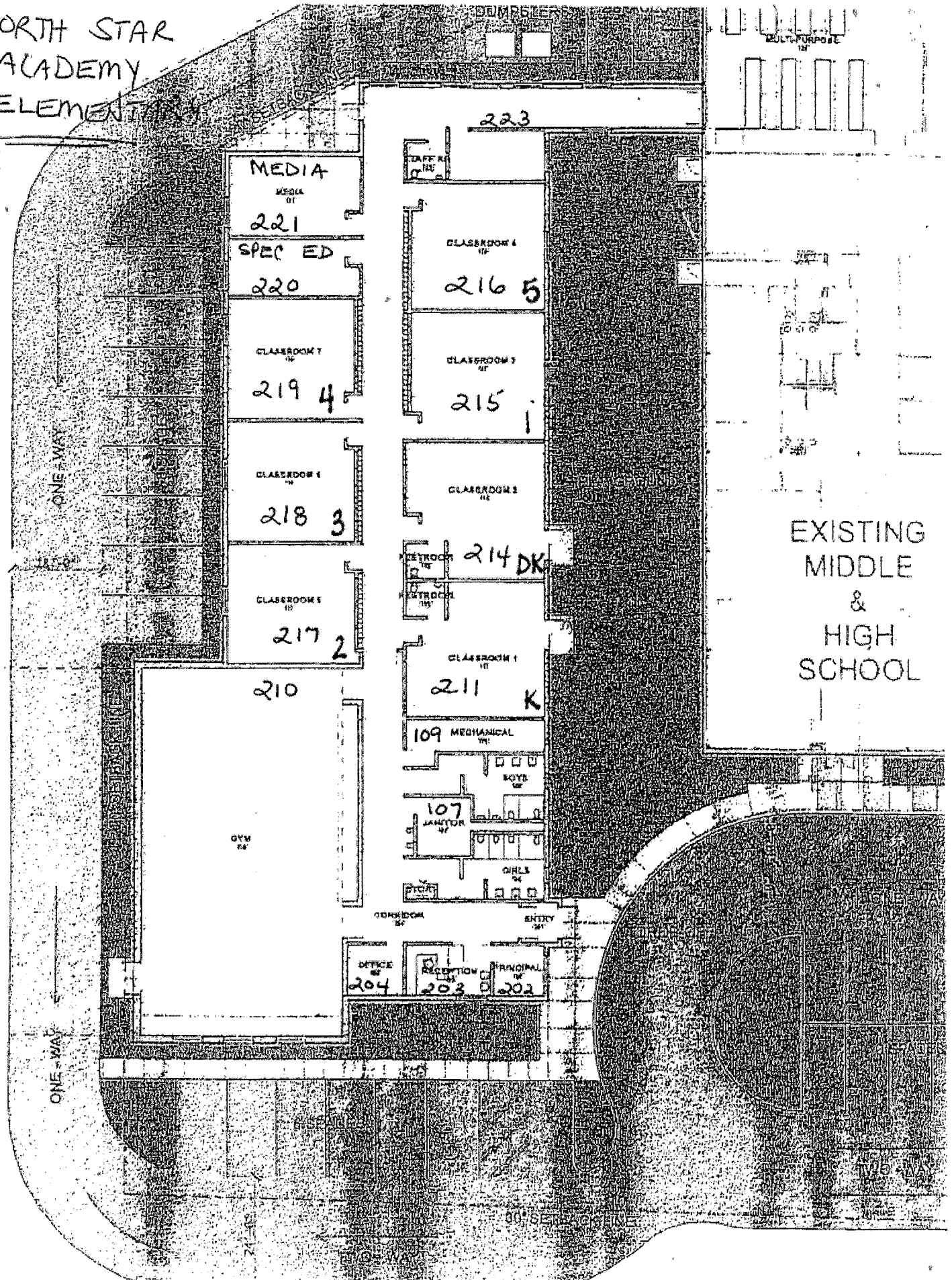
# **NORTH STAR ACADEMY EVACUATION AND SAFETY DIAGRAM**

ROOM IDENTIFICATION NOT ON  
THE DIAGRAM

- #109 - MEN BATHROOM
- #110 - WOMEN BATHROOM
- #111 - STAFF BATHROOM
- #112 - JANITOR'S CLOSET
- #114 - STAFF ROOM
- #115 - OFFICE ENTRANCEWAY
- #116 - SPECIAL ED. OFFICE
- #117 - ASST. ADMIN / DEAN  
OFFICE
- #118 - CEO / PRINCIPAL OFFICE
- #119 - ADMIN ASST. WORKSPACE
- #122 - HEALTH SERVICES OFFICE
- #124 - STORAGE
- #125 - KITCHEN
- #126 - STAIRWAY AND TWO  
ROOM UPSTAIRS INCLUDES  
STORAGE AND BOILERS



# NORTH STAR ACADEMY ELEMENTARY







# Certificate of Occupancy

OF130110

## MARQUETTE COUNTY STATE OF MICHIGAN

Applicant: ASSOCIATED CONSTRUCTORS  
Address: PO BOX 970  
MARQUETTE MI 49855

Owner: NORTH STAR ACADEMY  
Address: 3030 WRIGHT ST  
MARQUETTE MI 49855

Building Location: 3030 WRIGHT ST

Tax ID: 52-08-017-014-30

Type: 5B

Use Group(s):

Type of Improvements: ADDITIONAL CLASSROOM SPACE NOT ATTACHED TO EXISTING BUILDING.

#09249

Stipulations:

Building PB130315-MT

Code In Effect: MRC 2009

Approved By: 

Date Approved:

Remarks:

Electrical PE130409-MT

Code In Effect: MEC 2008/MRC 2009

Approved By: 

Date Approved: Aug/29/2013

Remarks:

Plumbing PP130184-MT

Code In Effect: MPC 2009/MRC 2009

Approved By: 

Date Approved: Aug/30/2013

Remarks:

NON-TRANSFERABLE



Certificate of Occupancy

OF100226

MARQUETTE COUNTY  
STATE OF MICHIGAN

Applicant: ASSOCIATED CONSTRUCTORS

Owner: NORTH STAR ACADEMY

Address: PO BOX 970

Address: 3030 WRIGHT ST

Address: MARQUETTE MI 49855

Address: MARQUETTE MI 49855

Building Location 3030 WRIGHT ST

For I.D.: 52-08-017-014-30

Type: 2B

Use Group(s): A-4, E

Type of Improvement: NORTH STAR ACADEMY ELEMENTA

Stipulations:

Building PB100062-MT  
Code in Effect: MRC 2006/MRC 2006  
Approved By: *[Signature]*  
Date Approved: Aug 27, 2010  
Remarks:

Electrical PB100116-MT  
Code in Effect: MRC 2006/MRC 2006  
Approved By: *[Signature]*  
Date Approved: Oct 26, 2010  
Remarks:

Mechanical PM100094-MT  
Code in Effect: MRC 2006/MRC 2006  
Approved By: *[Signature]*  
Date Approved: Oct 19, 2010  
Remarks:

Mechanical PM100152-MT  
Code in Effect: MRC 2006/MRC 2006  
Approved By: *[Signature]*  
Date Approved: Sep 1, 2010  
Remarks:

Plumbing PP100203-MT  
Code in Effect: MRC 2006/MRC 2006  
Approved By: *[Signature]*  
Date Approved: Aug 11, 2010  
Remarks:

NON-TRANSFERABLE

<b>NORTH STAR PUBLIC SCHOOL ACADEMY</b> 3030 WRIGHT ST MARQUETTE, MI 49855  <b>BORROWER'S NAME AND ADDRESS</b> <small>"I" includes each borrower above, jointly and severally.</small>	<b>FIRST BANK, UPPER MICHIGAN</b> 1400 DELTA AVENUE GLADSTONE, MI 49837  <b>LENDER'S NAME AND ADDRESS</b> <small>You means the lender, its successors and assigns.</small>	LO/LP <b>RHB/MMO</b> Loan Number <b>20033254-8</b> Date <b>04-20-2018</b> Maturity Date <b>04-20-2023</b> Loan Amount \$ <b>1,191,242.19</b> Renewal Of <b>20033254-8</b>
---	---	--

COPY

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of **ONE MILLION ONE HUNDRED NINETY ONE THOUSAND TWO HUNDRED FORTY TWO AND 19/100** Dollars \$ **1,191,242.19**

☒ **Single Advance:** I will receive all of this principal sum on **04-20-2018**. No additional advances are contemplated under this note.

☐ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On \_\_\_\_\_ I will receive the amount of \$ \_\_\_\_\_ and future principal advances are contemplated.

Conditions: The conditions for future advances are \_\_\_\_\_

☐ **Open End Credit:** You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on \_\_\_\_\_.

☐ **Closed End Credit:** You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

**INTEREST:** I agree to pay interest on the outstanding principal balance from **04-20-2018** at the rate of **5.950 %** per year until **04-20-2023**

☐ **Variable Rate:** This rate may then change as stated below.

☐ **Index Rate:** The future rate will be \_\_\_\_\_ the following index rate: \_\_\_\_\_

☐ **No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ **Frequency and Timing:** The rate on this note may change as often as \_\_\_\_\_  
A change in the interest rate will take effect \_\_\_\_\_

☐ **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than \_\_\_\_\_ % or less than \_\_\_\_\_ % each \_\_\_\_\_

**Effect of Variable Rate:** A change in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will change. ☐ The amount of the final payment will change.

☐ \_\_\_\_\_

**ACCRUAL METHOD:** Interest will be calculated on a **ACTUAL/360** basis.

**POST MATURITY RATE:** I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to \_\_\_\_\_

☒ **LATE CHARGE:** If a payment is made more than **10** days after it is due, I agree to pay a late charge of **\$150.00**

☒ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which ☒ are ☐ are not included in the principal amount above: **COMMERCIAL LOAN FEE \$1,000.00; FLOOD CERT \$12.50; TITLE SEARCH \$150.00; APPRAISAL \$2,200.00**

**PAYMENTS:** I agree to pay this note as follows:

**59 MONTHLY PAYMENTS OF \$10,114.40 BEGINNING 05-20-2018 AND 1 BALLOON PAYMENT OF \$913,528.74 ON 04-20-2023. THE ACTUAL AMOUNT OF MY FINAL PAYMENT WILL DEPEND ON MY PAYMENT RECORD.**

**ADDITIONAL TERMS:**  
SEE ATTACHED SCHEDULE A

☒ **SECURITY:** This note is separately secured by (describe separate document by type and date):  
**SEE ADDITIONAL TERMS ABOVE FOR FURTHER DESCRIPTION**

(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

**PURPOSE:** The purpose of this loan is **SATELLITE LEASE PAYOFF**

**SIGNATURES:** I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.  
**NORTH STAR PUBLIC SCHOOL ACADEMY**

Signature for Lender

**JULIE KOSTICH CONNORS, TREASURER**

**RONALD BENNETTS, SR. VICE PRESIDENT/COMMERCIAL LENDER**

**BORROWER NAME AND ADDRESS**

NORTH STAR PUBLIC SCHOOL ACADEMY  
3030 WRIGHT ST  
MARQUETTE, MI 49855

**LENDER NAME AND ADDRESS**

FIRST BANK, UPPER MICHIGAN  
1400 DELTA AVENUE  
GLADSTONE, MI 49837

**LOAN DESCRIPTION**Number 20033254-8Amount \$ 1,191,242.19Date 04-20-2018

☐ Refer to the attached Signature Addendum, incorporated herein, for additional Borrowers and their signatures.

**COMMERCIAL LOAN AGREEMENT**

**LOAN STRUCTURE.** This Commercial Loan Agreement (Agreement) contemplates ☒ a single advance term Loan ☐ a multiple advance draw Loan ☐ a revolving multiple advance draw Loan. The principal balance will not exceed \$ 1,191,217.19. Borrower will pay down a revolving draw Loan's outstanding Principal to \$ \_\_\_\_\_ (Pay Down Balance) \_\_\_\_\_ (Time Period). This Loan is

for ☐ agricultural ☒ business purposes.

☐ Borrower may not voluntarily prepay the Loan in full at any time. ☒ Borrower may prepay the Loan under the following terms and conditions (Any partial prepayment will not excuse any later scheduled payments until the Loan is paid in full.): SEE ADDITIONAL TERMS

☒ **LATE CHARGES.** If a payment is made more than 10 days after it is due, Borrower will pay a late charge of \$ 150.00

**FEES.** Borrower agrees to pay the following fees in connection with this Loan at closing or as otherwise requested by Lender: COMMERCIAL LOAN FEE \$1,000.00; FLOOD CERT \$12.50; TITLE SEARCH \$150.00; APPRAISAL \$2,200.00

**REQUESTS FOR ADVANCES.** Borrower authorizes Lender to honor a request for an advance from Borrower or any person authorized by Borrower. The request for an advance must be in writing, by telephone, or any other manner agreed upon by Borrower and Lender, and must specify the requested amount and date and be accompanied with any agreements, documents, and instruments that Lender requires for the Loan. Lender will make same day advances, on any day that Lender is open for business, when the request is received before \_\_\_\_\_ (Advance Cut-Off Time). Lender will disburse the advance into Borrower's demand deposit account (if any), account number \_\_\_\_\_, or in any other agreed upon manner. All advances will be made in United States dollars.

☐ These requests must be made by at least \_\_\_\_\_ (Number Required To Draw) persons, acting together, of those persons authorized to act on Borrower's behalf.

☐ Advances will be made in the amount of at least \$ \_\_\_\_\_ (Minimum Amount Of Advance).

☐ Advances will be made no more frequently than \_\_\_\_\_ (Minimum Frequency Of Advance).

☐ Discretionary Advances. Lender will make all Loan advances at Lender's sole discretion.

☐ Obligatory Advances. Lender will make all Loan advances subject to this Agreement's terms and conditions.

**FINANCIAL INFORMATION.** Borrower will prepare and maintain Borrower's financial records using consistently applied generally accepted accounting principles then in effect. Borrower will provide Lender with financial information in a form acceptable to Lender and under the following terms.

A. Frequency. Annually, Borrower will provide to Lender Borrower's financial statements, tax returns, annual internal audit reports or those prepared by independent accountants within 90 days after the close of each fiscal year. Any annual financial statements that Borrower provides will be ☐ audited statements. ☐ reviewed statements. ☒ compiled statements.

☐ Borrower will provide Lender with interim financial reports on a \_\_\_\_\_ (Monthly, Quarterly) basis, and within \_\_\_\_\_ days after the close of this business period. Interim financial statements will be ☐ audited ☐ reviewed ☐ compiled statements.

B. Requested Information. Borrower will provide Lender with any other information about Borrower's operations, financial affairs and condition within 90 days after Lender's request.

☐ C. Leverage Ratio. Borrower will maintain at all times a ratio of total liabilities to tangible net worth, determined under consistently applied generally accepted accounting principles, of \_\_\_\_\_ (Total Liabilities to Tangible Net Worth Ratio) or less.

☐ D. Minimum Tangible Net Worth. Borrower will maintain at all times a total tangible net worth, determined under consistently applied generally accepted accounting principles, of \$ \_\_\_\_\_ (Minimum Tangible Net Worth) or more. Tangible net worth is the amount by which total assets exceed total liabilities. For determining tangible net worth, total assets will exclude all intangible assets, including without limitation goodwill, patents, trademarks, trade names, copyrights, and franchises, and will also exclude any accounts receivable that do not provide for a repayment schedule.

☐ E. Minimum Current Ratio. Borrower will maintain at all times a ratio of current assets to current liabilities, determined under consistently applied generally accepted accounting principles, of \_\_\_\_\_ (Minimum Current Ratio) or more.

☐ F. Minimum Working Capital. Borrower will maintain at all times a working capital, determined under consistently applied generally accepted accounting principles by subtracting current liabilities from current assets, of \$ \_\_\_\_\_ (Minimum Working Capital) or more. For this determination, current assets exclude \_\_\_\_\_

(Excluded Current Assets). Likewise, current liabilities include (1) all obligations payable on demand or within one year after the date on which the determination is made, and (2) final maturities and sinking fund payments required to be made within one year after the date on which the determination is made, but exclude all liabilities or obligations that Borrower may renew or extend to a date more than one year from the date of this determination.

**ATTACHMENTS.** The following documents are incorporated by reference into this Agreement: ☐ Asset Based Financing Agreement addendum dated \_\_\_\_\_ ☒ Commercial Security Agreement addendum dated 05-20-2010 ☐ Other MTG(AOR 5-20-10 & 8-26-13)

**ADDITIONAL TERMS:** UPON PREPAYMENT OF THIS NOTE, LENDER IS ENTITLED TO THE FOLLOWING PREPAYMENT FEE:

AT THE SOLE OPTION OF THE LENDER, THIS LOAN MAY BE PREPAID AT ANY TIME WITHOUT A PREPAYMENT FEE OR PENALTY.

IF A PREPAYMENT FEE IS TO BE ASSESSED, THE FEE SHALL BE CALCULATED BASED UPON THE YEAR OF PREPAYMENT AS FOLLOWS:

FIRST YEAR: 5%, SECOND YEAR: 4%, THIRD YEAR: 3%, FOURTH YEAR: 2%, FIFTH YEAR: 1%



<b>NORTH STAR PUBLIC SCHOOL ACADEMY</b> 3030 WRIGHT ST MARQUETTE, MI 49855  <b>BORROWER'S NAME AND ADDRESS</b> <small>"I" includes each borrower above, jointly and severally.</small>	<b>FIRST BANK, UPPER MICHIGAN</b> 1400 DELTA AVENUE GLADSTONE, MI 49837  <b>LENDER'S NAME AND ADDRESS</b> <small>"You" means the lender, its successors and assigns.</small>	<b>LO/LP RHB/MMO</b> Loan Number <u>20033254-8</u> Date <u>04-20-2018</u> Mat. Date <u>04-20-2023</u> Loan Amount \$ <u>1,191,242.19</u> Renewal Of <u>20033254-8</u>
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### DISBURSEMENT AUTHORIZATION

I hereby authorize and request the following disbursement from the loan referenced above:

a. Amount given to me directly	\$ <u>169,500.00</u>	o. _____	\$ _____
b. Amount paid on my account (# _____)	\$ _____	p. _____	\$ _____
c. To Lender	\$ <u>1,000.00</u>	q. _____	\$ _____
Amounts paid to others on my behalf:		r. _____	\$ _____
d. Insurance Companies	\$ _____	s. _____	\$ _____
e. Public Officials	\$ _____	t. _____	\$ _____
f. <u>REFINANCE #20033254-8</u>	\$ <u>1,018,378.69</u>	u. _____	\$ _____
g. <u>SERVICELINK</u>	\$ <u>12.50</u>	v. _____	\$ _____
h. <u>MARQUETTE COUNTY TITLE</u>	\$ <u>150.00</u>	w. _____	\$ _____
i. <u>APPRAISAL ASSOCIATES</u>	\$ <u>2,200.00</u>	x. _____	\$ _____
j. _____	\$ _____	y. _____	\$ _____
k. _____	\$ _____	z. _____	\$ _____
l. _____	\$ _____	aa. _____	\$ _____
m. _____	\$ _____	bb. _____	\$ _____
n. _____	\$ _____	cc. _____	\$ _____

Comments:

NORTH STAR PUBLIC SCHOOL ACADEMY

X \_\_\_\_\_  
 JULIE KOSTICH-CONNORS, TREASURER  
 X \_\_\_\_\_  
 X \_\_\_\_\_

X \_\_\_\_\_  
 X \_\_\_\_\_  
 X \_\_\_\_\_

Loan Officer: RONALD BENNETTS

☒ **ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWER(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT. BY SIGNING THIS AGREEMENT, THE PARTIES AFFIRM THAT NO UNWRITTEN ORAL AGREEMENT EXISTS BETWEEN THEM.**

**CALIFORNIA ONLY- California Civil Code Section 1542 Waiver.**

Borrower expressly waives and releases all rights conferred upon it by the provisions of California Civil Code Section 1542, and expressly agrees that this Agreement shall be given full force and effect according to each of its express provisions. California Civil Code Section 1542 provides:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

With regard to Section 1542 of the California Civil Code, Borrower hereby agrees, represents and warrants that it realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses, expenses and defenses, which are presently unknown, unanticipated, misunderstood and unsuspected. Borrower further agrees, represents and warrants that this Agreement has been negotiated and agreed upon in light of that realization and that it nevertheless hereby waives and releases all rights and benefits which it may otherwise have against the Lender under Section 1542 of the California Civil Code with regard to the release of such unknown, unanticipated, misunderstood and unsuspected causes of action, claims, demands, debts, controversies, damages, costs, losses, expenses and defenses, and all claims.

**SIGNATURES.** By signing under seal, I agree to all the terms and conditions beginning on page 1 through the bottom of page 3 of this Agreement. Borrower also acknowledges receipt of a copy of this Agreement.

**BORROWER:**

NORTH STAR PUBLIC SCHOOL ACADEMY  
Entity Name

\_\_\_\_\_  
Signature JULIE KOSTICH-CONNORS, TREASURER Date \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_ (Seal)  
(Seal)

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_ (Seal)  
(Seal)

**LENDER:**

FIRST BANK, UPPER MICHIGAN  
Entity Name

\_\_\_\_\_  
Signature RONALD BENNETTS, SR. VICE PRESIDENT/COMMERCIAL LENDER Date \_\_\_\_\_ (Seal)

## RESOLUTIONS

The Corporation named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Pennsylvania. The designation of an Agent does not create a power of attorney; therefore, Agents are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney. Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code).

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### FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on 04-20-2018 (date) by RHB (initials) ☐ This resolution is superseded by resolution dated \_\_\_\_\_.

Comments:

**SCHEDULE "A"**  
**COLLATERAL AND SECURITY DESCRIPTION**  
**ATTACHED TO AND PART OF CL#20033254-8 INCLUDING ALL RENEWALS,**  
**EXTENSIONS, REFINANCING, MODIFICATIONS, REPLACEMENTS AND**  
**GUARANTEES OF THE SECURED DEBTS THEREOF.**  
**COLLATERAL AND SECURITY DESCRIPTION FOR ALL DEBTS OF**  
**North Star Public School Academy**  
**INCLUDING BUT NOT LIMITED TO**  
**CL#20033254-8**  
**DATED 4/20/2018**

Commercial Loan Agreement dated 4/20/2018; AND

Commercial Security Agreement dated 5/20/2010 listing all assets, said Commercial Security Agreement given to Northern Michigan Bank & Trust N/K/A First Bank, Upper Michigan through Merger effective 11/3/17; AND

Real Estate Mortgage dated 5/20/2010 in the amount of \$1,760,000.00 covering property located at 3030 Wright Street, Marquette MI 49855, said mortgage given to Northern Michigan Bank & Trust N/K/A First Bank, Upper Michigan through Merger effective 11/3/17; AND

Real Estate Mortgage dated 8/26/2013 in the amount of \$1,192,046.90 covering property located at 3030 Wright Street, Marquette MI 49855, said mortgage given to Northern Michigan Bank & Trust N/K/A First Bank, Upper Michigan through Merger effective 11/3/17; AND

Assignment of Rents dated 8/26/2013 in the amount of \$1,192,046.90 covering property located at 3030 Wright Street, Marquette MI 49855, said assignment given to Northern Michigan Bank & Trust N/K/A First Bank, Upper Michigan through Merger effective 11/3/17.

Upon prepayment of this Note, Lender is entitled to the following prepayment fee:

At the sole option of the Lender, this loan may be prepaid at any time without a prepayment fee or penalty.

If a prepayment fee is to be assessed, the fee shall be calculated based upon the year of prepayment as follows:

First year: 5%, Second year: 4%, Third year: 3%, Fourth year: 2%, Fifth year: 1%

# CORPORATE AUTHORIZATION RESOLUTION

FIRST BANK, UPPER MICHIGAN  
1400 DELTA AVENUE  
GLADSTONE, MI 49837

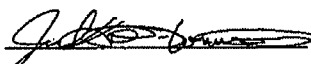
By: NORTH STAR PUBLIC SCHOOL ACADEMY  
3030 WRIGHT ST  
MARQUETTE, MI 49855

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, LORANA JINKERSON, certify that I am Secretary (clerk) of the above named corporation organized under the laws of MICHIGAN, Federal Employer I.D. Number 38-3357436, engaged in business under the trade name of NORTH STAR PUBLIC SCHOOL ACADEMY, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on 04-20-2018 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

**AGENTS** Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. <u>JULIE KOSTICH-CONNORS, TREASURER</u>	X  X	
B. _____	X _____ X	
C. _____	X _____ X	
D. _____	X _____ X	
E. _____	X _____ X	
F. _____	X _____ X	

**POWERS GRANTED** (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
<u>A</u>	(1) Exercise all of the powers listed in this resolution.	<u>1</u>
	(2) Open any deposit or share account(s) in the name of the Corporation.	
	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	
	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	
	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	
	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	
	(7) Other _____	

**LIMITATIONS ON POWERS** The following are the Corporation's express limitations on the powers granted under this resolution.

**EFFECT ON PREVIOUS RESOLUTIONS** This resolution supersedes resolution dated \_\_\_\_\_, if not completed, all resolutions remain in effect.

## CERTIFICATION OF AUTHORITY

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

☒ If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on 04-20-2018 (date).

Attest by One Other Officer

LORANA JINKERSON Secretary

(page 1 of 2)

**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**



## GOVERNANCE STRUCTURE

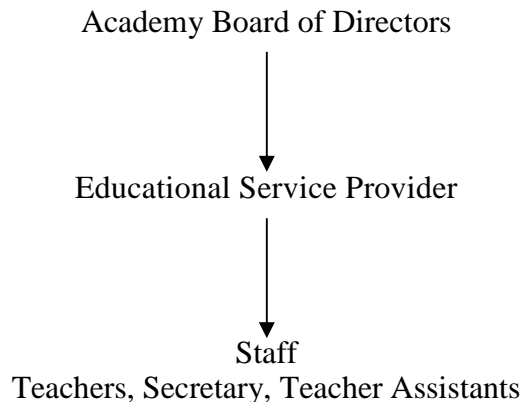
The College Board shall appoint the Board of Directors of the Academy (“Academy Board”). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the terms and conditions of this Contract and Applicable law. Contract Schedule 2: Bylaws, Articles IV and V, set forth a further description of the Academy Board’s governance structure.

The Academy is incorporated as a non-stock, directorship nonprofit corporation. The Academy Board shall have at least five (5), but no more than nine (9) members, as determined by the College Board. The College Board shall select the members of the Academy Board according to the terms and conditions set forth by the Bay Mills Community College Board of Regents.

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.

With the issuance of this Contract, the Academy Board may contract with a service provider to implement the Academy’s educational program as set forth in Schedule 7 of this Contract. If the Academy Board retains a service provider, that service provider will be responsible for the performance of the Academy and will be accountable to the Academy Board. A service provider must report to the Academy Board at regularly scheduled times and upon any request by the Academy Board.

The Governance Structure of the Academy:



The Academy Board consists of five (5) members. Nominations and appointments of subsequent 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:

Roger Zappa, President 420 Reservoir Street Marquette, MI 49855 Work: (906) 225-1000 Home: (906) 249-9064 <a href="mailto:rzappa@bcma.net">rzappa@bcma.net</a>	Term Ending June 30, 2020
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Bruce Roberts, Vice President 16 Stephen Lee Drive Marquette, MI 49855 Work: (906) 228-5564 Cell: (906) 458-5564 <a href="mailto:bruce@mqtfp.com">bruce@mqtfp.com</a>	Term Ending June 30, 2021
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Lorana Jinkerson, Secretary 1830 Altamont Street Marquette, MI 49855 Home: (906) 226-6210 <a href="mailto:ljinkers@nmu.edu">ljinkers@nmu.edu</a>	Term Ending June 30, 2020
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Julie Kostich-Connors, Treasurer 20 Pine Run Negaunee, MI 49866 Home: (775) 385-8445 <a href="mailto:Jules7189@outlook.com">Jules7189@outlook.com</a>	Term Ending June 30, 2020
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Stephanie Rohder 179 Neejee Road Negaunee, MI 49866 <a href="mailto:stephanierohder4@gmail.com">stephanierohder4@gmail.com</a>	Term Ending June 30, 2021
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Jessica Danek 1412 West Ave Marquette, MI 49855 Home: (734) 845-8278 Cell: (734) 845-8278 <a href="mailto:jessrdanek@gmail.com">jessrdanek@gmail.com</a>	Term Ending June 30, 2021
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**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		

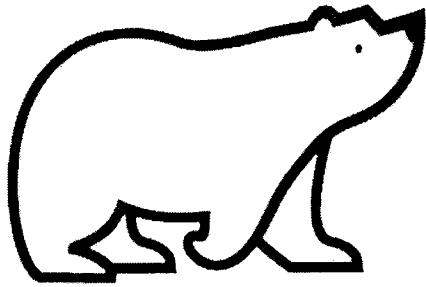
## 6. STATE ACCOUNTABILITY

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**

*Community Building, Hands-on Learning, Real World Application, Integrated subjects*



# North Star Public Montessori Academy

(NSPMA)

Serving Preschool through 12th  
grade

**Vision:** North Star Public Montessori Academy will use the inspiration gained from the Montessori approach to foster respect and communication between students, teachers, and their community. Through the use of authentic learning and hands-on approaches our students will work to become highly successful academically, socially, and culturally. North Star Public Montessori Academy immerses its students in a collaborative learning environment while providing students with real-world opportunities.

**Preschool & Elementary-** Preschool and elementary teachers have completed Montessori training and are highly qualified teachers. The teachers also participate in in-house Montessori training. The preschool and elementary classroom environments are structured in a traditional Montessori manner in order to offer our families an authentic Montessori experience. Students are placed in multi-age classrooms, including an Early Montessori program (3-5 year-olds), Lower Montessori program (1st-3rd grade), and Upper Montessori (4th-6th grade).

Montessori in the elementary grades assists children in becoming independent, lifelong learners. Instruction is uniquely designed for the individual child and prepares children with the skills needed to be successful in secondary education. Along with work in their work in the

Montessori classroom, elementary students also participate in music, art, and gym.

**Middle School**-The students in 7th and 8th grade participate in a curriculum and classroom environment that is built upon the foundations of the Montessori Approach. Middle school curriculum is structured in a cross curricular, project-based program that emphasizes hands-on learning and collaborative group work. The curriculum strives to foster critical thinking and problem solving skills. Students participate in extended academic work cycles, community meetings, and socratic seminars. All middle school teachers receive in-house Montessori and Project-based learning training.

Middle school classrooms are multi-grade to provide for individual student development. Along with completing Common Core Standards, students are also exposed to practical life skills, community involvement, analytical thinking, and leadership development. Core academics are taught in various modes of instruction, including whole class, small group, and individual. Reading, writing, and mathematics are also embedded throughout daily project work. Students are engaged in field study opportunities throughout the year with a focus in service learning, as well as establishing an outlet for real-life application to classroom learning. During the 8th grade, all students develop an Educational Development Plan (EDP) which serves as a reference to guide their high school education.

**High School**-Our students in grades 9 through 12 participate in a Progressive Montessori-inspired program. While simultaneously meeting the requirements of the Michigan Merit Curriculum, our high school students also choose an individual plan of study based on an intentional Educational Development Plan (EDP). The high school curriculum encompasses integrated subjects that are taught in an extended block schedule, which allows for collaborative projects and extensive hands-on activities. English and Social Studies, along with Science and Math are

*Community Building, Hands-on Learning, Real World Application, Integrated subjects*

integrated to emphasize overlapping content and provide students with a deeper understanding of the subjects.

High school students maintain the same advising teacher for all four years in order to develop strong and healthy relationships. Advisory time is used to build community among students, as well as to provide academic support for students and a link to families. All students participate in field study opportunities in order to make connections within our community and provide extensions to classroom work and learning. Socratic seminars are used to provide students with an opportunity to develop respect, listening, and communication skills. High School instruction is guided by the career interests of the students and a basis for real world application.

All High School students are provided with opportunities to participate in concurrent college coursework, dual enrollment, CTE programs at the Jacobetti Complex, and blended online learning options.

**\*\*All students, Preschool through 12th grade, participate in Project Term, which involves students in a fully immersed field of study relating to their interests. Project term includes many unique experiences and field studies located within Michigan's Upper Peninsula.**

***North Star Public Montessori Academy is a Progressive Montessori school that offers all of its students a unique family community with small class sizes and an authentic learning environment.***



*Community Building, Hands-on Learning, Real World Application, Integrated subjects*

Maria Montessori developed curriculum for children from infancy through 12 years of age. However, she never developed curriculum for adolescent students. Instead Maria Montessori made observations about older students and how they learn. North Star uses these observations as guidelines for establishing our secondary curriculum and instructional methods.

**SECTION D**  
**CURRICULUM**

**CURRICULUM TO BE UPLOADED SEPARATELY**

**SECTION E**

**METHODS OF PUPIL ASSESSMENT**

### **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-11, DIBELS Next assessment for grades K-6, and state level tests (M-STEP for grades 3-8 and 11; SAT for grade 11; PSAT for grade 10). 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), the NWEA MAP, the NWEA Skills Checklists for grades K-2, 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 de Noc Community College take the COMPASS Test to determine academic entrance levels.

**SECTION F**

**APPLICATION AND ENROLLMENT OF STUDENTS**

# Application and Enrollment Requirements

## North Star 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

## North Star 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

## North Star Academy

### Re-enrolling Students

- The Academy shall notify parents or guardians of all enrolled students of the deadline for notifying the Academy that they wish to re-enroll their child.
- If the Academy Board has a preference policy for siblings or children of employees and Academy Board members, the re-enrollment notice must also request that the parent or guardian indicate whether a sibling(s) or child(ren) of employees or Academy Board members seeks to enroll for the upcoming academic year.
- An enrolled student who does not re-enroll by the specified date can only apply to the Academy during the application period for new students.
- An applicant on the waiting list at the time a new application period begins must reapply as a new student.
- After collecting the parent or guardian responses, the Academy must determine the following:
  - A. The number of students who have re-enrolled per grade or grouping level.
  - B. The number of siblings or children of employees and Academy Board members seeking admission for the upcoming academic year per grade.
  - C. If space is unavailable, the Academy must develop a waiting list for siblings of re-enrolled students.
  - D. The number of spaces remaining, per grade, after enrollment of current students, siblings, and children of employees and Academy Board members.

# Application and Enrollment Requirements

## North Star Academy

### **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 a 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.



# NORTH STAR MONTESSORI ACADEMY

## 2019-2020 School Enrollment Form

**PLEASE CHECK WHAT GRADE AND PROGRAMS YOU ARE APPLYING FOR**

\_\_\_ Elementary \_\_\_ Middle and High School \_\_\_

Montessori Programs \_\_\_ 5 year olds \_\_\_ 6-9 year olds \_\_\_ 9-12 year olds

**To apply to enroll:**

1) Complete registration form and corresponding pages.

2) Provide school with copies of:

a) Birth Certificate b) All immunization Records c) Last Grade Report

<b><u>STUDENT INFORMATION</u></b>		
Legal First Name, NOT Nickname	Middle Initial	Last Name & Suffix (Jr., II, etal) If Applicable
Residential Address	Preferred Nickname, If Applicable	Date of Birth (MM-DD-YYYY)
City/State/Zip	Previous School Attended & State	Birth Place
Student Grade for 2019-2020	School District of Residence	Gender (Circle One) Male/Female
Home Phone	Secondary Phone	Child Resides With: Parents Mom Dad Other:
<input type="checkbox"/> Check if Non-Resident or Foreign Exchange Student. If So Indicate Visa Type: F1/Other		
<b>Racial/Ethnic Information For Michigan Department of Education Statistics</b> Primary and/or Secondary Number 1, 2, 3 for the one or More that Apply ___ American Indian or Alaska Native ___ Asian American (Far East, SE Asia, Indian) ___ Native, Guam, Samoa, Or Other Pacific Islander ___ Black or African American ___ White ___ Hispanic or Latino (Cuba, Puerto Rico, South or Central America or other Spanish culture or origin)		

Chickenpox) If your child has had Chickenpox disease, the Varicella vaccine is not required.	Yes/No
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**SPECIAL SERVICES YOUR CHILD HAS RECEIVED AT PREVIOUS SCHOOL – CHECK ALL THAT APPLY**

Special Education Services			
<input type="checkbox"/> Speech Therapy	<input type="checkbox"/> Resource Room _____ hrs/week	<input type="checkbox"/> L.D.	<input type="checkbox"/> English as Second Language
<input type="checkbox"/> Social Work	<input type="checkbox"/> Self-contained classroom	<input type="checkbox"/> E.I.	What is primary language at home?
<input type="checkbox"/> Other	<input type="checkbox"/> Date of last L.E.P.C.	<input type="checkbox"/> E.M.I.	<input type="text"/>
		<input type="checkbox"/> Other	<input type="checkbox"/> G.A.T.E.S.

Does student have sibling(s) currently enrolled at NSA? Yes/No  Does this student have sibling(s) also applying to NSA? Yes/No  If yes to either, list those siblings at the space to the right	Siblings enrolled/enrolling & next year grade
I attest that the information provided is complete and accurate to the best of my knowledge  X	Office use only-Date/Time Received  WIC #:
Parent/Guardian Signature _____ Date _____	

EQUAL EDUCATION OPPORTUNITY: North Star Montessori Academy does not charge tuition and does not discriminate in its pupil admissions policies or practices on basis of intellectual or athletic ability, measures of achievement or aptitude, status as a handicapped person, or any other basis not permitted by Michigan's public schools.

**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**

## **SECTION 7h: AGE OR GRADE RANGE OF PUPILS**

The Academy plans to enroll students in pre-kindergarten through twelfth grade and may add grades with the prior written approval of the Charter Schools Office Director or the College Board.

Students of the Academy will be children who have reached the age of five (5) as set forth in MCL 380.1147. A child may enroll in kindergarten if the child is at least 5 years of age on September 1, 2019.

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.