MUSKEGON HEIGHTS PUBLIC SCHOOL ACADEMY SYSTEM

REAUTHORIZATION
CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS
ISSUED BY
THE SCHOOL DISTRICT OF THE CITY OF MUSKEGON HEIGHTS
BOARD OF EDUCATION
(AUTHORIZING BODY)
TO
MUSKEGON HEIGHTS PUBLIC SCHOOL ACADEMY SYSTEM
(A PUBLIC SCHOOL ACADEMY)
JULY 1, 2024

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REAUTHORIZING RESOLUTION
&
METHOD OF SELECTION RESOLUTION

RESOLUTION REAUTHORIZING

MUSKEGON HEIGHTS PUBLIC SCHOOL ACADEMY SYSTEM

WHEREAS, The Revised School Code, 1976 PA 451, MCL 380.1 to 380.1853("Code"), authorizes the governing board of a school district to be an authorizing body for a public school academy; and

WHEREAS, Section 503(5) of the Code provides that an authorizing body "shall adopt a resolution establishing the method of selection, length of term, and number of members of the board of directors" of each public school academy subject to the authorizing body's jurisdiction"; and [SEE EXHIBIT A, ATTACHED]

WHEREAS, The Board of Education of the School District of the City of Muskegon Heights has presented to the Muskegon Heights Public School Academy System Board of Directors the Reauthorization Terms and Conditions of Charter Contract, including the Second Amended and Restated Lease (collectively, the "Charter Reauthorization Documents") for consideration; and

WHEREAS, the Board of Education of the School District of the City of Muskegon Heights has reviewed the proposed management agreement between the Academy and its proposed educational service provider and, with certain comments, additions and deletions, does not disapprove of the document; and

WHEREAS, the Board of Education of the School District of the City of Muskegon Heights has reviewed the proposed Fiscal Agent Agreement between the Board of Education of the School District of the City of Muskegon Heights and the Muskegon Heights Public School Academy System, and desires to approve such agreement for the purpose of extending the term of the agreement to commence on the Effective Date and continue while the Charter Contract remains in place; and

Additional Recitals:

1. At its JUNE 19, 2024, meeting this board authorized the issuance of a Reauthorization Contract to Charter the Muskegon Heights Public School Academy System as a public school academy. The Reauthorization Contract to Charter the

Muskegon Heights Public School Academy System as a public school academy is effective on July 1, 2024

2. The Reauthorization Contract Contract to Charter as a public school academy expires June 30, 2026.

3. The Board of Education of the School District of the City of Muskegon Heights has completed its evaluation and assessment of the operation and performance of Muskegon Heights Public School Academy System.

4. The President of the Board of Education of the School District of the City of Muskegon Heights or designee has recommended the issuance of the Reauthorization Contract to Charter the Muskegon Heights Public School Academy System as a public school academy. The term of the Reauthorization Contract is recommended for a term not to exceed two (2) years.

BE IT RESOLVED, That this Board approves and authorizes the execution of the Reauthorization Contract to Charter the Muskegon Heights Public School Academy System as a public school academy for a term not to exceed two (2) years and authorizes the President of the Board to execute the Reauthorization Contract to Charter the Muskegon Heights Public School Academy System as a public school academy and related documents between the Board of Education of the School District of the City of Muskegon Heights and the Muskegon Heights Public School Academy System, ***provided*** that, before execution of the Reauthorization Contract, the Board President or designee affirms that all terms of the contract have been agreed upon and the Muskegon Heights Public School Academy System is able to comply with all terms and conditions of the Reauthorization Contract.

RESOLUTION DECLARED ADOPTED:

Secretary, Board of Education

Date: 6/19/2024

The undersigned duly qualified Secretary of the Board of Education of the School District of the City of Muskegon Heights, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board at a Special/Regular Meeting held on JUNE 19, 2024, the original of which is a part of the Board's minutes and further certifies that notice of the meeting was given to the public pursuant to the provisions of the Open Meetings Act, Act 267, Public Acts of Michigan, 1976, as amended.

Secretary, Board of Education

Date: 6/19/2024

EXHIBIT A

Public School Academy System Board of Directors
Third Revised Method of Selection

The Board of Education of the School District of the City of Muskegon Heights (the "District Board") establishes the method of selection, length of term, number of board members for the Board of Directors of the Muskegon Heights Public School Academy System (the "System Board") and other criteria as follows:

Method of Selection and Appointment

The District Board shall develop and administer a System Board selection and appointment process that includes a *Public School Academy System Board Member Appointment Questionnaire* and is in accord with these provisions:

1. Except as provided herein, the District Board shall appoint System Board members. The System Board may recommend and nominate individuals to serve as members of the System Board. Each System nominee shall be available for interview by the District Board or an authorized designee. The District Board may reject any and all System Board nominees proposed for appointment.

2. The System Board, by resolution and majority vote, shall nominate its subsequent members, as provided herein. The System Board shall recommend to the District Board one nominee for each vacancy. Nominees shall submit the *Public School Academy System Board Member Appointment Questionnaire* for review by the District Board or an authorized designee. The District Board may or may not appoint a nominee submitted by the System Board, may select another individual for appointment, or request that the System Board submit additional nominees for consideration.

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

Length of Term

Terms of the initial position of a System's Board of Directors shall be staggered. Subsequent appointments shall be for a term of office of three (3) years. There is no limit on the number of terms that a System Board member may serve.

Number of Directors

The current number of System Board member positions is five (5). The number of System Board positions shall never be fewer than three (3) nor more than seven (7). The System Board

and District Board may agree to change the current number of directors serving on the System Board at any time.

Qualifications of Members

To be qualified to serve on an System Board, 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 District Board, including but not limited to, the Public School Academy System Board Member Appointment Questionnaire which must include authorization to process a criminal background check of the nominee; and (d) submit annually a conflicts of interest disclosure as prescribed by the District Board.

The System's Board shall include representation from the local community in which the System serves.

The members of the System's Board shall not include (1) any member employed, appointed or controlled by a profit or non-profit corporation that contracts with the System; (2) System employees or independent contractors performing services for the System; (3) any current or former director, officer, or employee of an educational management company that contracts with the System; and (4) current District Board members, family of District Board members, District officials or employees.

Oath of Public Office

Before beginning their service, all members of the System's Board of Directors shall sign the constitutional oath of office. The System shall cause a copy of an oath of office to be filed with the District Board. No appointment shall be effective prior to the signing and filing of the oath of public office.

Removal and Suspension

If at any time the District Board determines a System Board member's service is no longer necessary, then the District Board may remove a System Board member by majority vote, with or without cause. The District Board shall notify the affected System Board member within five (5) days after the vote to remove. Any System Board member may also be removed by a two-thirds (2/3) vote of the System Board for cause.

Tenure

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

Resignation

Any System Board member may resign at any time by providing written notice to the District Board. Notice of resignation will be effective upon receipt or at a subsequent time designated in the notice. Any System Board member who fails to attend three (3) consecutive System Board meetings without prior notification to the System Board President, may, at the option of the District Board, be deemed to have resigned, effective at a time designated in a written notice sent to the resigning System Board member. A successor shall be appointed as provided in this resolution.

Board Vacancies

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

Compensation

System Board members shall serve as volunteer directors and without compensation for their respective services. By resolution of the System Board, the System Board members may be reimbursed for their reasonable expenses incidental to their duties as System Board members.

Dated: November 2, 2022

RESOLUTION OF THE MUSKEGON HEIGHTS PUBLIC SCHOOL ACADEMY SYSTEM BOARD OF DIRECTORS

Reauthorization Charter Contract

WHEREAS, the Muskegon Heights Public School District Board of Education (the District Board") and the Muskegon Heights Public School Academy System Board of Directors (the "System Board") are authorized to enter into a Reauthorization Contract to Charter a Public School Academy ("Reauthorization Contract"), pursuant to Part 6A of Act No. 451, Public Acts of Michigan, 1996 (the "Act"); and

WHEREAS, the District Board, the authorizing body for the System, has by Resolution adopted on June 19th, 2024, approved and authorized the execution of a Reauthorization Contract.

BE IT RESOLVED, that the System Board approves the Reauthorization Contract and authorizes System Board member(s) to execute the Reauthorization Contract on behalf of the System so long as its form and substance are the same or similar to the Reauthorization Contract reviewed by the System Board and its legal counsel; and

BE IT RESOLVED, that the System Board separately approves and adopts the following Reauthorization Contract documents and authorizes System Board member(s) to execute the Reauthorization Contract documents on behalf of the System so long as the form and substance are the same or similar to the Reauthorization Contract documents reviewed by the System Board and its legal counsel:

A. Second Revised Bylaws
B. Fiscal Agent Agreement
C. First Amended Oversight Agreement
D. Second Amended and Restated Lease

And,

BE IT FURTHER RESOLVED, that the System Board authorizes and directs the performance of the terms of the Reauthorization Contract by all directors, officers, employees and agents of the System.

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Muskegon Heights Public School Academy System Board of Directors at a properly noticed open meeting held on the 28th day of June, 2024 , at which a quorum was present.

By: D Bradford

Board Secretary

TAB B

TERMS AND CONDITIONS

OF REAUTHORIZATION CONTRACT

ISSUED BY

THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF MUSKEGON HEIGHTS

T O

MUSKEGON HEIGHTS PUBLIC SCHOOL ACADEMY SYSTEM

REAUTHORIZING AND CONFIRMING THE STATUS OF

MUSKEGON HEIGHTS PUBLIC SCHOOL ACADEMY SYSTEM

AS A

PUBLIC SCHOOL ACADEMY

EFFECTIVE AS OF JULY 1, 2024

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GENERAL TERMS

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

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

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

WHEREAS, on July 9, 2012, the emergency manager for the School District of the City of Muskegon Heights (the "**Emergency Manager**"), authorized under the Local Financial Stability and Choice Act, Public Act 436 of 2012, as amended, MCL 141.1541 to 141.1575 (the "**Act**"), and acting in the place and stead of the Board of Education of the School District of the City of Muskegon Heights (the "**District Board**"), issued a charter contract authorizing the Muskegon Heights Public School Academy System (the **"System"**) to operate in the School District of the City of Muskegon Heights (the **"District"**); and

WHEREAS, the Contract has been amended by the parties on April 26, 2014 and October 28, 2016; and

WHEREAS, the Receivership Transition Advisory Board ("Advisory Board") has determined that the conditions imposed upon the District by the governor of the State of Michigan (the "**Governor**") have been satisfied and the Advisory Board has recommended to the Governor that the District's receivership be terminated; and

WHEREAS, the parties have amended and approved on behalf their respective entities the Terms and Conditions of the Contract eliminating the Advisory Board's role and facilitating the transition of the District out of receivership under the Act; and

WHEREAS, The Revised School Code, Public Act 451 of 1976, as amended, MCL 380.1 to 380.1852 (the "**Code**"), permits the District to provide educational services to residents of the District either directly or by contract with another public entity; and

WHEREAS, the Legislature has delegated to the governing boards of state public universities, community college boards, intermediate school district boards, and local school district boards, the responsibility for authorizing the establishment of public-school academies.

NOW, THEREFORE, pursuant to the Constitution, the Code and the Act, the District Board, grants a Reauthorization Charter 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 System. In addition, the parties agree that the granting of this Reauthorization Contract (herein after "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) "**Act**" means the Local Financial Stability and Choice Act, Public Act 436 of 2012, as amended, MCL 141.1541 to 141.1575, and any successor statute.

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

(c) "**Application**" means the public-school academy application and supporting documentation submitted to the District for the establishment of the System.

(d) "**Authorizing Resolution**" means the resolution incorporated into Order 2012-9 adopted on behalf of the District Board on July 9, 2012, as amended, and superseded by District Board's Reauthorizing Resolution Dated July 1, 2024.

(e) "**Code**" means The Revised School Code, Public Act 451 of 1976, as amended, MCL 380.1 to 380.1852.

(f) "**Contract**" means, in addition to the definition set forth in the Code, these Terms and Conditions, the Reauthorizing Resolution, the Resolution, the Master Calendar, any ESP Policies, the Schedules, the Addendums, and the Application.

(g) "**Director**" means an individual who is a member of the System Board.

(h) "**District**" means the School District of the City of Muskegon Heights.

(i) "**District Board**" means the board of education of the District.

(j) **"Educational Service Provider"** or **"ESP"** means an educational management organization as defined under Section 503c of the Code that has entered into a contract or agreement with the System Board for operation or management of the System, which contract has been submitted to the District Board for review as provided in Section 11.11 and has not been disapproved by the District Board, and is consistent with any Educational Service Provider Policies adopted by the District Board, as they may be amended from time to time, and Applicable Law.

(k) "**Educational Service Provider Policies**" or "**ESP Policies**" means any policies adopted by the District Board applicable to a Management Agreement. The District Board may at any time adopt or amend ESP Policies pursuant to amendment procedures under Article IX of these Terms and Conditions.

(l) "**Emergency Manager**" means the individual appointed and serving under the Act as the emergency manager for the District, if any.

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

(n) "**Management Agreement**" or "**ESP Agreement**" means an agreement as defined under Section 503c of the Code that has been entered into between an ESP and the System Board for the operation and/or management of the System, which has been submitted to the District Board for review as provided in Section 11.11 and has not been disapproved by the District Board.

(o) "**Master Calendar**" or "**MCRR**" means the Master Calendar of Reporting Requirements developed and administered by the System Board and the District Board setting forth a reporting timeline for certain financial, administrative, facility, System Board, and educational information relating to the System. The District Board and the System Board may, at any time and at either party's sole discretion, recommend amendments to the Master Calendar in accordance with Article IX of these Terms and Conditions. Upon amendment, changes to the Master Calendar shall be incorporated into this Contract.

(p) "**Resolution**" means the Resolution adopted by the District Board effective **JULY 1, 2024, as amended,** establishing the method of selection for members of the Muskegon Heights Public School Academy System Board Of Directors and for appointment of members to fill vacancies.

(q) "**Schedules**" means the following Contract documents of the System: Schedule 1: Restated Articles of Incorporation, Schedule 2: Second Revised 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.

(r) "**State Board**" means the State Board of Education created by Section 3 of Article 8 of the State Constitution of 1963.

(s) "**System**" means the Muskegon Heights Public School Academy System, a Michigan nonprofit corporation, established as a public-school academy pursuant to this Contract.

(t) "**System Board**" means the Board of Directors of the System.

(u) "**Terms and Conditions**" means this document entitled "Terms and Conditions of Reauthorization Contract issued by the Board of Education of the School District of the City of Muskegon Heights to the Muskegon Heights Public School Academy System Confirming the Status of the Muskegon Heights Public School Academy System as a Public-School Academy Effective July 1, 2024."

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 District for the establishment of the System is incorporated into, and made part of, 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 Re-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 Re-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, Re-Authorizing Resolution and these Terms and Conditions.

ARTICLE II
RELATIONSHIP BETWEEN THE SYSTEM AND THE DISTRICT

Section 2.1. Independent Status of District. The District Board is an authorizing body as defined by the Code. Nothing in this Contract shall be deemed to be any waiver of the District Board's powers or independent status and the System shall not be deemed to be a part of the District Board or the District.

Section 2.2. Independent Status of the System. The System is a public body corporate and governmental entity authorized by the Code. The System is organized and shall operate as a public-school academy and a nonprofit corporation. The System is not a division or part of the District Board or the District. The relationship between the System and the District Board is based solely on the applicable provisions of the Code and the terms of this Contract or other agreements between the District Board and the System, if applicable.

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

Section 2.4. System Has No Power To Obligate or Bind the State of Michigan, the District Board, or the District. The System has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, District Board or the District, nor does the System have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, District Board or the District 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 System.

ARTICLE III
ROLE OF THE DISTRICT BOARD AS AUTHORIZING BODY

Section 3.1. District Board Resolutions. The District Board has adopted the Resolution providing for the method of selection, length of term, number of Directors and the qualification of Directors. The District Board has adopted the Reauthorizing Resolution which approves the issuance of this Contract. The Resolution and the Reauthorizing Resolution are hereby incorporated into this Contract as Exhibit A. The District Board may change the Resolution through the amendment procedures under Article IX of these Terms and Conditions.

Section 3.2. District Board as Fiscal Agent for the System. The District Board is the fiscal agent for the System. As fiscal agent, the District Board assumes no responsibility for the financial condition of the System. The District is not liable for any debt or liability incurred by or on behalf of the System, or for any expenditure approved by or on behalf of the System Board. Except as provided in the Contract, the Oversight Agreement, and Article X of these Terms and Conditions,

the District Board shall promptly, within three (3) business days of receipt, forward to the System all state school aid funds or other public or private funds received by the District Board for the benefit of the System. The responsibilities of the District Board, the State of Michigan, and the System are set forth in the Fiscal Agent Agreement incorporated as Schedule 3. While exercising duties as a fiscal agent for the System, funds of the System remain funds of the System, and are not funds of the District. Funds of the System transmitted or otherwise held by the System remain funds of the System and are not funds of the District.

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

Section 3.4. Reimbursement of District Board Expenses. The System shall pay an administrative fee to reimburse the District 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. District Board Approval of Condemnation. In the event that the System wants 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 District Board. The System shall submit a written request to the District Board describing the proposed acquisition and the purpose for which the System wants to acquire the property.

Section 3.6. Authorization of Employment. The District Board authorizes the System to employ or contract directly with personnel or staff according to the position information outlined in Schedule 5. However, the System Board shall prohibit any individual from being employed by the System, an Educational Service Provider or an employee leasing company involved in the operation of the System, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. Any employee hired by the System shall be an employee of the System for all purposes and not an employee of the District or Educational Service Provider for any purpose. With respect to any System employees, the System 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, but not limited to, the method by which the employee carries out his or her work. The System Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for any System employees.

Section 3.7. District Board Review of Certain Financing Transactions. In the event that the System wants to finance the acquisition, by lease, purchase, or other means, of facilities or equipment, in excess of $150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge, assignment, or direction to one or more third parties of a portion of the funds to be received by the System from the State of Michigan under Article I of The State School Aid Act of 1979, Public Act 94 of 1979, as amended, MCL 388.1601 to 388.1772, then the System shall obtain prior review for such financing from the District Board. The System shall submit a written request to the District Board describing the

proposed financing transaction, and the facilities or equipment to be acquired with the proceeds thereof. If the proposed transaction is not disapproved by the District Board within sixty (60) days of submission, the District Board may still condition the decision not to disapprove on compliance by the System and any lender, lessor, seller, or other party with such terms as the District Board deems appropriate under the circumstances. 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 System 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 by the System if the proposed transaction is disapproved by the District Board. By not disapproving or taking no action on a proposed transaction, the District Board is in no way giving approval of the proposed transaction or representing that the System has the ability to meet or satisfy any of the terms or conditions thereof.

Section 3.8. Authorizing Body Contract Authorization Process. At the end of the Contract Term, the System may seek a new contract by making a formal request to the District Board in writing at least six months prior to the end of the Contract Term. The District Board shall provide to the System a description of the timeline and process by which the System may be considered for issuance of a new contract. The timeline and process for consideration of whether to issue a new contract to the System shall be determined by the District 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 District Board as the most important factor of whether to issue or not issue a new contract.

ARTICLE IV
REQUIREMENT THAT THE SYSTEM ACT SOLELY AS GOVERNMENTAL ENTITY

Section 4.1. Limitation on Actions in Performance of Governmental Functions. The System shall act exclusively as a governmental entity and shall not undertake any action inconsistent with its status as a public body corporate authorized to receive state school aid funds pursuant to Section 11 of Article 9 of the State Constitution of 1963.

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

Section 4.3. System Board Members Serve In Their Individual Capacity. All Directors of the System Board shall serve in their individual capacity, and not as a representative or designee of any other person or entity. The District Board may determine, in its discretion, if a System Board Member is serving 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 System Board. A Director who violates this Section shall be removed from office, in accordance with the removal provisions found in the Resolution or Contract Schedule 2: Second Revised Bylaws

Section 4.4. Incompatible Public Offices and Conflicts of Interest Statutes. The System shall comply with Public Act 566 of 1978, as amended, MCL 15.181 to 15.185, and Public Act 317 of 1968, as amended, MCL 15.321 to 15.330. The System Board and District Board shall ensure compliance of System Board Members 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 a System 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 System;
(b) An individual simultaneously serving as a System Board member and a System employee;
(c) An individual simultaneously serving as a System Board member and an independent contractor to the System;
(d) An individual simultaneously serving as a System Board member and a member of the governing board of another public school; and
(e) An individual simultaneously serving as a System Board member and a District official, employee, or paid consultant, as a representative of the District.

Section 4.5. Prohibition of Identified Family Relationships. The System 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 a System Board member or continue as a System 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 System;
(ii) Works at or is assigned to the System;
(iii) Has an ownership, officer, policymaking, managerial, administrative non-clerical, or other significant role with the System's ESP or employee leasing company.

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

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

ARTICLE V
CORPORATE STRUCTURE OF THE SYSTEM

Section 5.1. Nonprofit Corporation. The System shall be organized and operated as a public-school academy corporation organized under the Nonprofit Corporation Act, Public Act 162 of 1982, as amended, MCL 450.2101 to 450.3192 of the Michigan Compiled Laws. Notwithstanding any provision of the Nonprofit Corporation Act, the System 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 Restated Articles of Incorporation of the System, as set forth in Schedule 1, shall be the Articles of Incorporation of the System. Any subsequent amendments to the System's Restated Articles of Incorporation shall only be incorporated into this Contract pursuant to Article IX of these Terms and Conditions.

Section 5.3. Bylaws. The Second Revised Bylaws of the System, as set forth in Schedule 2, shall be the Bylaws of the System. Any subsequent amendments to the System's Second Revised 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 System's Restated Articles of Incorporation and Second Revised Bylaws, a quorum of the System Board that is necessary to transact business and to take action shall be a majority of the System Board members.

ARTICLE VI
OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The System shall be organized and administered under the direction of the System Board and pursuant to the Governance Structure as set forth in Schedule 7a. The System shall have four officer positions: President, Vice-President, Secretary and Treasurer. The officer positions shall be filled by persons who are members of the System Board. A description of their duties is included in Schedule 2.

Section 6.2. Educational Goals. The System 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 System shall deliver the educational programs identified in Schedule 7b.

Section 6.4. Curriculum. The System shall implement and follow the curriculum identified in Schedule 7c.

Section 6.5. Method of Pupil Assessment. The System shall evaluate pupils' work based on the assessment strategies identified in Schedule 7d. To the extent applicable, the pupil performance of

the System shall be assessed using at least the mathematics and reading portions of the Michigan Student Test of Educational Program (M-STEP) or the Michigan Merit Examination (MME), or any successor test, as applicable. The System shall provide the District Board with copies of reports, assessments and test results concerning the following:

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

Section 6.6. Application and Enrollment of Students. The System shall comply with the application and enrollment policies identified in Schedule 7e. With respect to the System's pupil admissions process, the System shall provide any documentation or information requested by the District that demonstrates the following:

(a) The System has made a reasonable effort to advertise its enrollment efforts to all pupils; and
(b) The System'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 System shall comply with the school calendar and school day schedule guidelines as set forth in Schedule 7f.

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

Section 6.9. Employer Functions. The System shall function as the public employer of any personnel or staff of the System needed for the exercise of functions or responsibilities of the System under this Contract. Collective bargaining agreements, if any, with any employees of the System shall be the responsibility of the System. The District shall function as the public employer of any personnel or staff of the District needed for the exercise of function or responsibilities of District under this Contract. Collective bargaining agreements, if any, with any employees of the District shall remain the responsibility of the District. The Educational Service Provider shall function as the employer of any personnel or staff of the Educational Service Provider. Collective bargaining agreements, if any, with employees of the Educational Service Provider shall remain the responsibility of the Educational Service Provider. The System has the responsibility, authority, and right to manage and direct the functions, responsibilities, or services performed or exercised by the System or any employees or agents of the System. The District has the responsibility, authority, and right to manage and direct the functions, responsibilities, or services performed or exercised by the District or any employees or agents of the District. The Educational Service Provider has the responsibility, authority, and right to

manage and direct the functions, responsibilities, or services performed or exercised by the Educational Service Provider or any employees or agents of the Educational Service Provider, consistent with the requirements of this Contract.

Section 6.10. Employment Relationships. Nothing in this Contract creates an employment relationship between the System and any employees of the District or employees of the Educational Service Provider. Nothing in this Contract creates an employment relationship between the District and any employees of the System or employees of the Educational Service Provider. Nothing in this Contract creates an employment relationship between the Educational Service Provider and any employees of the System or any employees of the District. Nothing in this Contract creates a joint employer relationship between two (2) or more of the following: the System, the District, or the Educational Service Provider.

Section 6.11. Accounting Standards. The System shall at all times comply with generally accepted public sector accounting principles and accounting system requirements that comply with Article I of The State School Aid Act of 1979, Public Act 94 of 1979, as amended, MCL 388.1601 to 388.1772, and applicable State Board of Education and Department of Education rules.

Section 6.12. Annual Financial Statement Audit. The System shall conduct an annual financial statement audit prepared and reviewed by an independent certified public accountant. In accordance with time limits set forth in the Master Calendar, the System 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 District.

Section 6.13. Address and Description of Physical Plant(s). The address and description of the physical plant for the System is set forth in Schedule 6. Each of the site(s) listed in Schedule 6 are under the direction and control of the System Board.

Section 6.14. Contributions and Fund Raising. The System may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the System is for the benefit of the District or the District Board.

Section 6.15. Disqualified Organizational or Contractual Affiliations. The System 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 System 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 6.16. Method for Monitoring System's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The System shall perform the compliance certification duties required by the District Board and outlined in the Oversight Agreement set forth as Schedule 4. In addition to the District Board's oversight responsibilities and other reporting requirements set forth in this Contract, the System's compliance certification duties shall

serve as the method for monitoring the System's compliance with Applicable Law and its performance in meeting its educational goals. Additionally, the System shall be responsible for the following:

(a) In the event that the District Board President determines that the System's educational outcomes should be reviewed to help determine if the System is meeting the educational goals set forth in the Schedules, the District Board President, at his or her discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to both the System and the District Board President. The System shall pay for the expense of the evaluation.

In addition, at any time, the District Board President may require an evaluation of student performance by an educational consultant to be selected by and at the expense of the District Board. The System shall cooperate with the evaluation, including any student testing required.

(b) Within ten (10) days of receipt, the System shall notify the District Board of correspondence received from the Department of Education or State Board of Education that requires a written or formal response

(c) Within ten (10) days of receipt, the System shall report to the District Board any litigation or formal proceedings alleging violation of Applicable Law or contractual agreement against the System, its officers, employees, agents, and/or contractors.

(d) The System shall permit review of the System's records and inspection of its premises at any time by representatives of the District Board. Normally, such inspections shall occur during the System's hours of operation and after advance notice to the System.

(e) The System shall provide the District Board with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the System and shall provide necessary approvals for the District Board to access electronic information received or stored by the State of Michigan including, but not limited to, the Department of Education or other agency authorized by the State to collect school data.

(f) The System shall submit audited financial statements, including auditor's management letters and any exceptions noted by the auditors, to the District Board. The financial statements and auditor's management letters shall be submitted to the District Board within sixty (60) days after the end of the System's fiscal year.

(g) The System shall provide the District Board with a copy of the approved annual budget for the upcoming fiscal year of the System no later than July 1st. The System Board is responsible for establishing, approving, and

amending the annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 et seq., and for providing all amendments and revisions to the District Board following System Board approval.

(h) The System shall provide the District Board with minutes of all System Board meetings no later than fourteen (14) days after such meeting.

Section 6.17. Matriculation Agreements. Before the System Board approves any matriculation agreement with any public school other than the District, the System shall provide a draft copy of the agreement to the District Board for review. Any matriculation agreement entered into by the System shall be incorporated into Schedule 7 by a contract amendment pursuant to Article IX of these Terms and Conditions. Until a matriculation agreement is incorporated into the Contract, the System is prohibited from granting an enrollment priority to any student under that matriculation agreement.

Section 6.18. Postings of Accreditation Status. If required by Applicable Law, the System shall post notices on the System's homepage of its website disclosing the accreditation status of each school in accordance with Section 1280e of the Code.

ARTICLE VII
TUITION PROHIBITED

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

ARTICLE VIII
COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS

Section 8.1. Compliance with Part 6A of the Code. The System shall comply with Part 6A and other parts of the Code that apply to public school academies. The parties agree that a closure of the System or any site operated by the System under this Contract would result in an unreasonable hardship to pupils enrolled in the System or residing in the District, or both, because there is no general powers school district within the geographic boundaries of the District operating a public school and there are insufficient other public-school options reasonably available to the pupils. The parties intend to avoid any closure of the System, or a site operated by the System under Section 507 of the Code.

Section 8.2. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the System shall comply with all applicable provisions of Article I of The State School Aid Act of 1979, Public Act 94 of 1979, as amended, MCL 388.1601 to 388.1772.

Section 8.3. Open Meetings Act. The System Board shall conduct all of its meetings in accordance with the Open Meetings Act, Public Act 267 of 1976, as amended, MCL 15.261 to 15.275.

Section 8.4. Freedom of Information Act. The records of the System shall be records subject to the provisions of the Freedom of Information Act, Public Act 442 of 1976, as amended, MCL 15.231 to 15.246 ("FOIA"). The System Board shall designate a freedom of information coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 8.5. Public Employees Relation Act. As required by the Code, the System shall comply with Public Act 336 of 1947, as amended, MCL 423.201 to 423.217. The System shall be the public employer for any employees of the System. Any organizational efforts or collective bargaining agreements with any employees of the System shall be the responsibility of the System.

Section 8.6. Omitted.

Section 8.7. Uniform Budgeting and Accounting Act. The System shall comply with the Uniform Budgeting and Accounting Act, as amended, Public Act 2 of 1968, MCL 141.421 to 141.440a.

Section 8.8. Revised Municipal Finance Act. With respect to the System's borrowing money and issuance of bonds, the System shall comply with Part VI of the Revised Municipal Finance Act, as amended, Public Act 34 of 2001, MCL 141.2601 to 141.2613.

Section 8.9. Public Employee Health Benefit Act. The System shall comply with the Public Employees Health Benefit Act, Public Act 106 of 2007, as amended, MCL 124.71 to 124.85.

Section 8.10. Non-discrimination. The System shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws, including, but not limited to the Elliott-Larsen Civil Rights Act, Public Act 453 of 1976, as amended, MCL 37.2101 to 37.2804, the Persons with Disabilities Civil Rights Act, Public Act 22 of 1976, as amended, MCL 37.1101 to 37.1607; and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, as amended, 42 USC 12101 *et seq.*

Section 8.11. Other State Laws. The System shall comply with other state laws applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state law to the System.

Section 8.12. Federal Laws. The System shall comply with federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other federal law to the System.

ARTICLE IX
AMENDMENT

Section 9.1. Amendments. The District Board and the System 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 System and the statutory responsibilities of the District 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 System. The System, by a majority vote of its Board of Directors, may, at any time, propose specific changes to this Contract or may propose a meeting to discuss potential revision of this Contract. The proposal will be made to the District Board.

Section 9.3. Process for Amendment Initiated by the District Board. The District Board by a majority vote of its Board, 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 System Board of Directors. The District Board may at any time adopt or amend ESP Policies by majority vote of the District Board that shall become effective upon written notice to the System Board. The District Board may at any time adopt or amend a Resolution providing for the method of selection, length of term, number of Directors and the qualification of Directors that shall become effective upon written notice to the System Board.

Section 9.4. Final Approval of Amendments. Except as otherwise provided in this Contract, amendments to this Contract take effect only after they have been incorporated into the Contract in written form approved and executed by the parties. Except as provided in Sections 3.1, 5.2 and 6.13, the District Board delegates to its President the review and approval of changes or amendments to this Contract after review and recommendation by the District's Legal Counsel. The System Board may delegate the same authority to the System Board President. The Contract shall be amended upon written agreement and approval of the respective authorized designees.

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 System or the District 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 System and the District Board shall conform to and be carried out in accordance with the change in Applicable Law.

Section 9.6. Process for Amending System Articles of Incorporation. The System Board, or any authorized designee of the System Board, may propose changes to the System's Restated Articles of Incorporation. The System shall be authorized to make such changes to its Articles upon approval by the President or Designee of the District after review and recommendation by the District's Legal Counsel. Upon District approval, the System Board's authorized designee is authorized to file the amendment to the System's Restated Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services. Upon receipt of the filed amendment, the System shall forward the filed amendment to the District. The filed amendment shall be automatically incorporated into Schedule 2 of this Contract upon receipt of the amendment by the District. If the District identifies a provision in the Restated Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or for other reasons, after approval has been given, it shall notify the System Board in writing and the System

Board shall amend the Restated Articles of Incorporation to make them consistent with the Contract.

Section 9.7. Process for Amending System Bylaws. The System Board shall submit proposed Bylaw changes to the District, for review and comment, at least thirty (30) days prior to System Board adoption. The System's Bylaws, and any subsequent or proposed changes to the System's Bylaws, shall not violate or conflict with Applicable Law or this Contract. If at any time the District identifies a provision in the System Board's Bylaws that violates or conflicts with Applicable Law or this Contract, the System Board's Bylaws shall be automatically void and the System Board shall amend the identified provision to be consistent with Applicable Law and the Contract. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt by the District of a duly authorized System Board Bylaw change made in accordance with this Section 9.4 and after review and recommendation by the District's Legal Counsel.

ARTICLE X
CONTRACT TERMINATION, SUSPENSION, AND REVOCATION

Section 10.1. Grounds and Procedures for System Termination of Contract. At any time and for any reason, the System Board may terminate this Contract. The System Board shall notify the Compliance Officer and District Board President in writing of the request for the termination of the Contract not less than ten (10) calendar months in advance of the effective date of termination. The District Board, in its sole discretion, may waive the ten (10) month requirement. A copy of the System Board's resolution approving the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the written termination request.

Section 10.2. Termination by District Board. The District Board may terminate this Contract before the end of the Contract Term as follows:

(a) Termination Without Cause. Except as otherwise provided in subsections (b), (c) or (d), the District Board, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any reason provided that such termination shall not take place less than six (6) calendar months from the date of the District Board's resolution approving such termination. The District Board shall provide notice of the termination to the System. If during the period between the District Board's action to terminate and the effective date of termination, the System has violated the Contract or Applicable Law, the District Board may elect to initiate suspension or revocation of the Contract as set forth in this Article X.

(b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, if there is a change in Applicable Law that the District Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the District Board to make changes in the Contract that are not in the best interest of the District Board or the District, then the District Board may terminate

the Contract at the end of the System's school fiscal year in which the District Board's decision to terminate is adopted.

(c) Automatic Termination For Failure to Satisfy Requirements During the Initial Term of Contract. If the System fails to satisfy the requirements set forth in Section 12.14 during the initial term of Contract, then this Contract shall automatically terminate on the date set forth in Section 12.14.

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

Section 10.3. Contract Suspension. The District Board's process for suspending the Contract is as follows:

(a) District Board President Action. If the District Board President determines, in his or her sole discretion, that conditions or circumstances exist that the System Board (i) has placed the health or safety of the staff and/or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the System's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Section 6.13, and cannot find another suitable physical facility for the System prior to the expiration or termination of its right to occupy its existing physical facilities; or (iv) has willfully or intentionally violated this Contract or Applicable Law, the District Board President may immediately suspend the Contract after review and recommendation by the District's Legal Counsel . If the conditions or circumstances involve an alleged violation of Sections 10.5(e) or (f), after review and recommendation by the District's Legal Counsel, the District Board President is authorized to suspend the Contract immediately pending completion of the procedures set forth in Section 10.6. Unless otherwise specified in the suspension notice, the System shall cease operations on the date on which the suspension notice is issued. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the System Board and to the District Board if applicable. 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 District Board after a decision by the District Board President to suspend the Contract may be retained by the District Board for the System until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury.

(c) Immediate Revocation Proceeding. If the System Board, after receiving a Suspension Notice from the District Board continues to

engage in conduct or activities that are covered by the suspension notice, the District Board may immediately convene a Revocation Hearing in accordance with the procedures set forth in Section 10.6(e) of the Terms and Conditions. The District Board has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the District Board and the System Board at least five (5) days before the hearing. If the District Board determines that the System Board has continued to engage in conduct or activities that are covered by the suspension notice, the District Board may recommend revocation of the Contract. The District Board shall proceed to consider the District Board's recommendation in accordance with Section 10.6(f) through (i).

Section 10.4 Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.7, this Contract may also be revoked by the District Board upon a determination by the District Board, pursuant to the procedures set forth in Section 10.6, that one or more of the following has occurred:

(a) Failure of the System to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals set forth in this Contract;
(b) Failure of the System to comply with all Applicable Law;
(c) Failure of the System to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or
(d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.5. Other Grounds for District Board Revocation. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic revocation of the Contract set forth in Section 10.7, the District 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 System is insolvent, has been adjudged bankrupt, or has operated for one or more school fiscal year(s) with a Fund Balance Deficit;
(b) The System has insufficient enrollment to successfully operate the System, or the System has lost more than twenty-five percent (25%) of its student enrollment from the previous school year;
(c) The System defaults in any of the terms, conditions, promises or representations contained in or incorporated into the Lease Agreement or this Contract;
(d) The System files amendments to its Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services, without first obtaining District Board approval;

(e) The District Board discovers grossly negligent, fraudulent or criminal conduct by the Applicant, the System's directors, officers, employees or agents in relation to their performance under this Contract;

(f) The Applicant, the System's directors, officers or employees have provided false or misleading information or documentation to the District Board in connection with the District Board's approval of the Application, the issuance of this Reauthorization Contract, or the System's reporting requirements under this Reauthorization Contract or Applicable Law;

(g) The System violates the site restrictions set forth in the Contract or the System operates at a site or sites without the prior written authorization of the District Board; or

(h) The District Board, its Board Members, officers, employees, agents or representatives are not included as third party beneficiaries under any educational management agreement entered into by the System for purposes of indemnifying such parties in accordance with Section 11.10 of the Terms and Conditions.

Section 10.6. District Board Procedures for Revoking Contract. Except for the automatic revocation process set forth in Section 10.7 or the termination of Contract by the District Board in Section 10.2, the District Board's process for revoking the Contract is as follows:

(a) Notice of Intent to Revoke. The Compliance Officer, District Board President, or other District Board authorized representative, upon reasonable belief that such grounds for revocation of the Contract exist, shall notify the System Board of such grounds by issuing the System 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) System Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the System Board shall respond in writing to the alleged grounds for revocation. The System Board's response shall be addressed to the District Board, and shall either admit or deny the allegations of non-compliance. If the System's response includes admissions of non-compliance with the Contract or Applicable Law, the System Board's response must also contain a description of the System Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the System's response includes a denial of non-compliance with the Contract or Applicable Law, the System'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 System Board may request

that a meeting be scheduled with the District Board President prior to a review of the System Board's response.

(c) Plan of Correction. Within fifteen (15) days of receipt of the System Board's response or after a meeting with System Board representatives, whichever is sooner, the District Board shall review the System Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the District Board determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the Compliance Officer and District Board President shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the Compliance Officer and District Board President are permitted to adopt, modify or reject some or all of the System Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be withdrawn if the Compliance Officer and District Board President determine any of the following:

(i) the System 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 System Board; or

(iii) the System Board has successfully completed the Plan of Correction.

In the event the Notice of Intent to Revoke is withdrawn, the Compliance Officer or District Board President shall notify the System Board, in writing, of such withdrawal.

a) Plan of Correction May Include Conditions to Satisfy District Board's Contract Reconstitution Authority. As part of the Plan of Correction, the District Board may reconstitute the Academy in an effort to improve student educational performance, restore the fiscal integrity and stewardship of the System, or to avoid interruption of the educational process. Reconstitution may include, but is not limited to, one or more of the following actions: (i) removal of 1 or more members of the Academy Board members; (ii) termination of at-will board appointments of 1 or more Academy Board members; (iii) withdrawing approval and terminating one or more contracts under Section 506 of the Code; (iv) the appointment of one or more new Academy Board of directors or a Conservator to take over operations of the Academy; or (v) closure of one or more 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 one or more of the Academy's site(s).

b) Request for Revocation Hearing. The District Board or other designated District representative may initiate a revocation hearing before the District Board if the District Board President determines that any of the following has occurred:

(a) the System Board has failed to timely respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);
(b) the System Board's response to the Notice of Intent to Revoke is nonresponsive;
(c) the System Board's response admits violations of the Contract or Applicable Law which the District Board President deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the District Board President determines that a Plan of Correction cannot be formulated;
(d) the System Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
(e) the System Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);
(f) the System Board has engaged in actions that jeopardize the financial or educational integrity of the System; or
(g) the System Board has been issued multiple or repeated Notices of Intent to Revoke.

The District Board President or other designated District representative shall send a copy of the Request for Revocation Hearing to the System Board at the same time the request is sent to the District Board. The Request for Revocation Hearing shall identify the reasons for revoking the Contract.

(h) Hearing before District Board. Within thirty (30) days of the date of a Request for Revocation Hearing, the District Board shall convene a revocation hearing. The District Board President shall provide a copy of the Notice of Hearing to the District Board and the System Board at least ten (10) days before the hearing. The purpose of the District Board is to gather facts surrounding the District Board President's request for Contract revocation. After the Revocation Hearing, the District Board President shall make a recommendation to the District Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the District

Board or other designated District Representative. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between the District and the System. The District Board President or his or her designee, and the System Board or its designee, shall each have equal time to make their presentation to the District Board. Although each party is permitted to submit affidavits and exhibits in support of their positions, the District Board will not hear testimony from any witnesses for either side. The District Board, may, however, question the District Board President and one or more members of the System Board. Within thirty (30) days of the Revocation Hearing, the District Board President shall make a recommendation to the District Board concerning the revocation of the Contract. In its discretion, the District Board may extend any time deadline set forth in this subsection. A copy of the District Board's recommendation shall be provided to the District Board and the System Board at the same time that the recommendation is sent to the District Board.

(i) District Board Decision. If the District Board President's recommendation is submitted to the District Board at least fourteen (14) days before the District Board's next regular meeting, the District Board shall consider the District Board President's recommendation at its next regular meeting and vote on whether to revoke the Contract. The District Board reserves the right to modify, reject or approve all or any part of the District Board's recommendation. The District Board shall have available copies of the District Board President's recommendation and the transcript of the hearing. The District Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the District Board President's recommendation. A copy of the District Board's decision shall be provided to the District Board, the System Board and the Michigan Department of Education.

(j) Effective Date of Revocation. If the District Board votes to revoke the Contract, the revocation shall be effective on the date of the District Board's act of revocation, or at a later date as determined by the District Board, but no later than the last day of the System's current academic year.

(k) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the District Board after a recommendation is made by the District Board President to revoke the Contract, or a decision by the District Board to revoke the Contract,

may be held by the District Board and returned to the Michigan Department of Treasury.

(l) Disposition of District Code Number. Notwithstanding any other provision of the Contract, after a recommendation is made by the District Board President to revoke the Contract, or a decision by the District Board to revoke the Contract, the district code number shall remain under the direction and control of the State Board of Education and/or its designated representative.

Section 10.7. Automatic Revocation by State of Michigan. If the District Board is notified by the Superintendent of Public Instruction that the System is subject to closure under Part 6a of the Code ("State's Automatic Closure Notice"), and the System is currently not undergoing a reconstitution as part of a Plan of Correction developed under Section 10.6, then this Contract shall automatically be amended to eliminate the System'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 System's existing sites, then this Contract shall automatically be revoked at the end of the current school year in which the notice is received without any further action of the District Board or the System. The District Board's revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

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

Section 10.8. Material Breach of Contract. The issuance of an order by the Superintendent of Public Instruction, placing the System under the supervision of a State School Reform/ Redesign Officer, shall constitute a material breach of this Contract. Following the issuance of the order, the District Board shall notify the System of the material breach and request a meeting with System Board representatives to discuss the matter. To remedy the material breach, the System shall work toward the development of a corrective action plan that is acceptable to the District Board. In addition to other matters, the corrective action plan shall include the System's redesign plan. The development of a corrective action plan under this Section 10.8 shall not in any way limit the rights of the District Board to terminate, suspend, or revoke this Contract.

Section 10.9. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, when the District Board determines that conditions or circumstances exist to lead the District Board to believe that the health, safety, fiscal integrity, educational or economic interest of the System or its students is at risk, the District Board may take immediate action against the

System pending completion of the procedures described in Sections 10.6. The District Board may appoint a conservator/ trustee to manage the day-today operations of the System in place of the System Board. A conservator/ trustee appointed by the District Board shall have all the powers and authority of the System Board under this Contract and Applicable Law. Upon the appointment of a conservator/ trustee, the appointment and term of office for each System Board member shall cease. If this section has been implemented and the District Board under Section 10.6 determines the revocation to be appropriate, the revocation shall become effective immediately upon the District Board's decision.

ARTICLE XI
PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. The System Budget. The System Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, Public Act 2 of 1968, as amended, MCL 141.421 to 141.440a. By July 1st of each year, the System Board shall submit to the District Board 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 System Board is responsible for approving all revisions and amendments to the annual budget. Within 10 business days after System Board approval, revisions or amendments to the System's budget shall be submitted to the District Board.

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

(a) real and personal property insurance covering all of the System's real and personal property, whether owned or leased;
(b) a minimum of general liability insurance of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate, which must include sexual abuse and molestation coverage and corporal punishment coverage;
(c) minimum automobile insurance coverage of one million dollars ($1,000,000);
(d) workers' compensation insurance or "workers' compensation without employees if any insurance;"
(e) School Leaders Liability insurance of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate; and
(f) Employee Dishonesty Insurance of five hundred thousand dollars ($500,000).
(g) Employment Practices Liability insurance with a minimum of one million dollars ($1,000,000) per claim/aggregate (Claims Made or Occurrence Form).
(h) Umbrella with a minimum $4,000,000 limit each occurrence and aggregate. Alternatively, an Umbrella policy with an unlimited aggregate is acceptable at a $2,000,000 per occurrence limit.

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The System may join with other public-school academies to obtain insurance if the System Board finds that such an association provides economic advantages to the System, provided that each System maintains its identity as first named insured. The System shall list the District and the District Board on the insurance policies as an additional insured on insurance coverages listed in (b), (c), (e), (g), and (h) above. The System shall have a provision included in all policies requiring notice to the District Board, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the System shall provide copies of all insurance policies required by this Contract on site for inspection by the District Board or its designee. Upon request, and within 10 days of the request, the System shall also provide the District Board an entire copy of the insurance policies. Failure of the District Board to request or collect the policies does not affect the obligations of the System under the terms of this contract.

When changing insurance programs or carriers, the System must provide copies of the proposed policies to the District Board, or its designee, at least thirty (30) days prior to the proposed change. The System shall not cancel its existing coverage without the prior approval of the District Board. In the event the System fails to purchase the insurance coverage required by this Section 11.2, the District Board may purchase on the System's behalf the insurance required under this Section 11.2 and subtract the total cost for placed insurance from the next state school aid payment received by the District Board for forwarding to the System.

The System may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimums may be required depending upon academic offerings and program requirements.

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

Section 11.3. Legal Liabilities and Covenants Not to Sue. The System and System Board members acknowledge and agree that they have no authority to extend the faith and credit of the District or to enter into a contract that would bind the District. The System 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 System and System Board members hereby agree and covenants not to sue the District Board, the District or any of its Board Members, officers, employees, agents, or representatives for any matters that arise under this Contract or otherwise. The District does not assume any obligation with respect to any System Director, employee, agent, parent, guardian, or independent contractor of the System, and no such person shall have the right or standing to bring suit against the District Board, the District or any of its

Board Members, employees, agents, or independent contractors as a result of the issuing, termination or revocation of this Contract.

Section 11.4. Lease or Deed for Proposed Locations. The System shall provide the designee of the District Board with copies of its lease or deed for the premises in which the System shall operate. A copy of the System's lease or deed and site information shall be incorporated into the Schedules.

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

Section 11.5. Occupancy and Safety Certificates. The System Board shall: (i) ensure that the System'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 System's physical facilities. The System Board shall not conduct classes until the System has complied with 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; Compliance with School Safety Initiative. The System shall comply with Section 1230 and 1230a of the Code, as amended, 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 System shall comply with Section 1230b of the Code, as amended, concerning the disclosure of unprofessional conduct by persons applying for System employment. The System shall comply with Sections 1230c through 1230g of the Code, as amended. This Section 11.6 shall apply to such persons irrespective of whether they are employed by the System or employed by an ESP contracting with the System.

Section 11.7. Special Education. Pursuant to Section 1701a of the Code, the System shall comply with Part 29 of the Code concerning the provision of special education programs and services within the System. Upon receipt, the System shall notify the District Board of any due process or state complaint filed against the System.

Section 11.8. Deposit of Public Funds by the System. The System Board agrees to comply with Section 1221 of the Code regarding the deposit of all public or private funds received by the System. Signatories to any System bank or depository account shall be limited to System Board of Director members or System employees authorized by the System Board of Directors. A deposit shall be made within three (3) business days after receipt of the funds by the System.

Section 11.9. Nonessential Elective Courses. If the System Board elects to provide nonessential elective courses to part-time pupils at a nonpublic school building, the System shall comply with

Section 166b of The State School Aid Act of 1979, as amended, Public Act 94 of 1979, as amended, MCL 388.1766b. Before providing instruction, the System Board shall ensure that the System has sufficient documentation to qualify for part-time pupil funding under the State School Aid Act. The provision of nonessential elective courses by the System 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 System must contain the following provisions:

"Indemnification of District. The parties acknowledge and agree that the School District of the City of Muskegon Heights (the "District"), the District's board of education (the "District's Board") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless the District and the District's Board 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 District or the District's Board, which arise out of or are in any manner connected with the Educational Service Provider's operation of the System, or which are incurred as a result of the reliance by the District or the District's Board upon information supplied by the System Board or the Educational Service Provider, or which arise out of the failure of the System Board or the Educational Service Provider to perform its obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that the District and the District Board may commence legal action against either party to enforce the District's or the District Board's rights as set forth in this Agreement."

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

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

"Amendment Caused By System Site Closure or Reconstitution. In the event that the System is required (i) to close an System 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 of the Contract Terms and Conditions, and such closure of an System 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 System site closure or reconstitution, with no cost or penalty to the System, and the ESP shall have no recourse against the System or the District Board for implementing such site closure or reconstitution."

"Compliance with Section 503c. On an annual basis, the ESP agrees to provide the System 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, as amended, Public Act 94 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 System Board shall make the information available on the System's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in Section 503c of the Code, shall have the same meaning in this agreement."

"Compliance with Section 12.18 of Contract Terms and Conditions. The Educational Service Provider shall make information concerning the operation and management of the System, including without limitation the information described in Schedule 4 of the Contract, available to the System as deemed necessary by the System Board in order to enable the System to fully satisfy its obligations under Section 12.18(a) of the Contract Terms and Conditions."

Section 11.11. Educational Service Provider Agreements/Management Agreements. The System may enter into an ESP Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For the purposes of this Contract, an employee leasing agreement shall be considered an ESP Agreement, and an employee leasing company shall be considered an ESP. The System board must retain independent legal counsel to review and advise on the negotiation of the ESP agreement. Legal counsel for the System shall not represent the ESP or an ESP owner, director, officer, or employee. The ESP agreement must be an arms-length, negotiated agreement between an informed System Board and the ESP.

Prior to entering any ESP Agreement with an ESP, the System shall submit a copy of the final draft ESP Agreement to the District Board in a form or manner consistent with the ESP policies of the District Board, which are incorporated into and be deemed part of this Contract. The District Board may, from time to time during the term of this Contract, amend the ESP policies and the amended policies shall automatically apply to the System without any amendment under Article IX of this Contract. The District Board may disapprove the proposed ESP Agreement submitted by the System if the ESP Agreement is contrary to this Contract or Applicable Law. A disapproved ESP Agreement shall be considered an invalid agreement. Any subsequent amendment to an ESP Agreement shall be submitted for review by the District Board in the same form and manner as a new ESP Agreement.

Section 11.12. Corrective Action and Reconstitution.

a) Intercept of State Aid Funds. Notwithstanding any other provision of this Contract, in the event that the System (i) ends a fiscal year with a budget deficit or fails to comply with the terms of Section 11.13 of this Contract; (ii) fails to comply with the Uniform Budgeting and Accounting Act or the Michigan Department of Education's Michigan School Accounting Manual; (iii) fails to ensure that persons assigned to the System to provide educational services are paid on a timely basis; or (iv) fails to ensure payments are being made pursuant to valid vendor contracts or the timely payment of third party vendors, then the District Board, with notice

to the System Board, shall have the power and authority to withhold state school aid payments payable from the State for the System and direct, on the System's behalf, the payment of System payroll or vendor obligations until such time as the District Board, in its sole discretion, determines the System's accounting or financial deficiencies to be rectified.

b) Reconstitution Under MCL 380.507. If the District Board determines, in its sole discretion, that following conditions or circumstances exist and that the System Board (i) has placed the health or safety of the staff and/or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the System's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Section 6.13, and cannot find another suitable physical facility for the System prior to the expiration or termination of its right to occupy its existing physical facilities; or (iv) has willfully or intentionally violated this Contract or Applicable Law, the District Board, may attempt to improve student educational performance, System operational performance or avoid interruptions of educational services by reconstituting the System. The reconstitution action of the District Board may include, but is not limited to, one or more of the following actions:

(i) removal of 1 or more of the System Board members; (ii) removal of 1 or more officers of the System Board; (iii) termination of committee appointments; (iv) appointment of 1 or more new System Board members to take over operation of the public System; (v) canceling a contract with an educational management organization, if any, (vi) withdrawal of the System's authorization to contract with an ESP; (vii) appointment of a conservator/trustee to take over operations of the System; or (viii) withdrawing approval of one or more contracts under MCL 308.506.

The District Board shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a reconstitution of the System to ensure that the System is not included on the list of school buildings subject to automatic closure under section 1280c of the Code.

Section 11.13. The System Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan. The System agrees to comply with all of the following:

(a) The System 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 System Board (but not later than July 1st) each year, the System Board shall submit to the District Board 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 System Board is responsible for approving all revisions and amendments to the annual budget. Within 10 days after System Board approval, revisions or amendments to the System's budget shall be submitted to the District Board.

(c) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the System, on or before July 7th 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 System 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 System 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 System 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 System shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to District Board.

(ii) Within 30 days after making notification under subdivision (d)(i), the System 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 System Board, with a copy to the State Treasurer. The System shall transmit a copy of the amended budget and the deficit elimination plan to the District Board.

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

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

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

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

Section 11.14. Transportation. The System Board may enter into contract with other school districts or other persons, including municipal and county governments, for the transportation of the System students to and from school and for field trips. In addition, the System Board may use funds received from state school aid payments to pay for student transportation. In the event that the System Board contracts for transportation services, the System Board shall ensure that the company providing the transportation services is properly licensed in accordance with Applicable Law, and that the company conducts criminal background and history checks on its drivers and other personnel who have direct contact with pupils in accordance with the Code.

Section 11.15. Extracurricular Activities and Interscholastic Sports. The System is authorized to join any organization, association, or league, which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 11.16. Administrator and Teacher Evaluation Systems. The System Board shall adopt and implement for all individuals employed by or contracted for the System as teachers or school administrators a rigorous, transparent, and fair performance evaluation system that complies with

Applicable Law. If the System enters into an agreement with an Educational Service Provider, the System Board shall ensure that the Educational Service Provider complies with this section.

Section 11.17. Student Privacy. In order to protect the privacy of students enrolled at the System, the System board, subject to Section 11.26, 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 does not prohibit the System Board from:

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

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

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

(c) The terms "education records" and "personally identifiable information" shall have the same meaning as defined in 34 CFR 99.3.

Section 11.18. Disclosure of Information to Parents and Legal Guardians, Subject to Section 12.18.

(a) Within thirty (30) days after receiving a written request from a student's parent or legal guardian, the System 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 System 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 System shall disclose to a student's parent or legal guardian without charge any personally identifiable information provided to any person, agency, or organization. The System'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 System to the District or to the educational management organization that has an educational service provider agreement that has not been disapproved by the District;
(iv) by the System to the System's intermediate school district or another intermediate school district providing services to the System or the System's students pursuant to a written agreement;
(v) to the System by the System's intermediate school district or another intermediate school district providing services to pupils enrolled in the System pursuant to a written agreement;
(vi) to the System by the District;
(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 at least 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) 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 System in compliance with section 1136(6) of the Code, pertaining to uses for which the System commonly would disclose a pupil's "directory information."

(c) If the System 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 System 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(8)(g) and 34 CFR 99.3.

Section 11.19. <u>List of Uses for Student Directory Information; Opt-Out Form; Notice to Student's Parent or Legal Guardian</u>.

(a) Subject to Section 11.29, the System shall do all of the following:

i. Develop a list of uses (the "Uses") for which the System 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 of the 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 System by a student's parent or guardian, then the System shall not include the student's directory information in any of the Uses that have been opted out of in the opt-out form.

(a) The terms "directory information" shall have the same meaning as defined in 34 CFR 99.3.

Section 11.20. Confidential Address Restrictions.

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

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

Section 11.21. Partnership Agreement. If the Department and State Reform Office imposes a partnership agreement on the System, the System 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 11.22. Statewide Safety Information Policy (System). The System 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 System procedures for reporting incidents involving possession of a dangerous weapon as required under Section 1313 of the Code, MCL 380.1313.

Section 11.23. Statewide Safety Information Policy (Sites). Each Academy site 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 site procedures for reporting incidents involving possession of a dangerous weapon as required under Section 1313 of the Code, MCL 380.1313.

Section 11.24. Criminal Incident Reporting Obligation. Within twenty-four (24) hours after an incident occurs, the System shall provide a report to the Michigan State Police, in a form and manner prescribed by State Police, after 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 System, 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 System being ineligible to receive any school safety grants from the Michigan State Police for the fiscal year in which State Police discover the noncompliance.

Section 11.25. System Emergency Operations Plan.

(a) Beginning in the 2024-2025 school year, and at least biennially thereafter, the System shall, in conjunction with at least 1 law enforcement agency having jurisdiction over the Academy, conduct either (i) a review of the System's emergency operations plan, including a review of the vulnerability assessment; or (ii) a review of the System's statewide school safety information policy, as applicable.

(b) Not later than January 1, 2025, the System 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 System shall provide to the Department, in a form and manner determined by the Department, notice of the adoption of an emergency plan or the completion of an emergency operations plan review, as applicable.

Section 11.26. School Safety Liaison. The System Board shall designate a liaison to work with the School Safety Commission created under Section 5 of the Comprehensive School Safety Plan Act created under Public Act 548 of 2018, MCL 28.805 and the Office of School Safety created under MCL 28.681. The Liaison shall be an individual employed or assigned to work under contract regularly and continuously in the school operated by the System. The Liaison shall work with the School Safety Commission and the Office of School Safety to identify mode practices for determining school safety measures.

Section 11.27. New Building Construction or Renovations. The System shall not commence construction on a new school building or the major renovation of an existing school building unless the System 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 11.28. Annual Expulsion Report and Website Report on Criminal Incidents. On an annual basis, the System Board shall do the following:

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

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

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

Section 11.29. K to 3 Reading. If the System offers Kindergarten through Third grade, the System shall comply with Section 1280f of the Code, MCL 380.1280f. The System shall ensure that all required actions, notices, and filings required under Section 1280f, MCL 380.1280f, are timely completed.

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 District Board:

School District of the City of Muskegon Heights
2603 Leahy Street
Muskegon Heights, Michigan 49444
Attn: Board Secretary

If to the System:

Muskegon Heights Public School Academy System
2441 Sanford Street
Muskegon Heights, Michigan 49444
Attn: Board Secretary

If a notice or other communication to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a date that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

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

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

Section 12.4. Entire Contract. Except as specifically provided in this Contract, this Contract sets forth the entire agreement between the District Board and the System 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 System or the District Board.

Section 12.6. Intergovernmental Agreements; Access to Records. To assure the efficient and effective provision of public educational services the System may engage in intergovernmental activities in other public entities in this state, including, but not limited to, the City of Muskegon Heights, the County of Muskegon, and the Michigan Department of Health and Human Services. Activities by the System under this provision may include, without limitation, all of the following:

(a) Collecting data regarding intergovernmental cooperation and shared services activities.
(b) Studying the feasibility of intergovernmental cooperation activities.
(c) Establishing standards, criteria, or model practices for intergovernmental cooperation.
(d) Developing or enhancing intergovernmental cooperation with one (1) or more other public entities.
(e) Entering into mutual aid or reciprocal aid agreements or compacts.
(f) Entering into joint endeavors, joint undertakings, or cooperative agreements with one (1) or more public agencies.
(g) Providing for safety and security of students and District facilities.

The District will provide the System with records of the District, including, but not limited to, student records, as requested by the System, in a manner that complies with Applicable Law. The District shall assist the System in obtaining waivers from employees or former employees of the District for review of employee records by the System, if requested by the System.

Section 12.7. Non-Waiver. Except as otherwise provided in these Terms and Conditions, 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 12.8. Governing Law. The laws of the State of Michigan, without giving effect to its principles of conflicts of law, govern all adversarial proceedings arising out of this Contract or with respect to interpretation, enforcement, validity, construction, and effect of this Contract.

Section 12.9. 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 the same instrument.

Section 12.10. Term of Contract. Unless sooner revoked or terminated as provided in this Contract, this Contract shall commence on **JULY 1, 2024** and terminate on **JUNE 30, 2026**.

Section 12.11. Indemnification. As a condition to receiving a grant of authority from the District Board to operate a public school pursuant to the terms and conditions of this Contract, the System agrees to indemnify, defend and hold harmless the District Board, the District and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the District, which arise out of or are in any manner connected with the receipt, consideration or approval of the Application, the District 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 District Board as an authorizing body under Part 6A of the Code, the consideration of or issuance of a Contract, the System's preparation for and operation of a public school, or which are incurred as a result of the reliance of the District Board, the District and its members, officers, employees, agents or representatives upon information supplied by the System, or which arise out of the failure of the System 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 Public Act 170 of 1964, as amended, MCL 691.1407.

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

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

Section 12.14. No Third-Party Rights. This Contract is made for the sole benefit of the System and the District Board and no other person or entity, including without limitation, the Educational

Service Provider. Except as otherwise provided in this Contract, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

Section 12.15. Non-agency. It is understood that the System is not the agent of the District.

Section 12.16. District Board General Policies on Public School Academies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing District Board ESP policies or policies regarding public school academies which shall apply immediately, District Board 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 System, provided they are not inconsistent with provisions of this Contract and Applicable Law. The System Board shall have at least thirty (30) days to provide comment on the proposed policies before such policies take effect.

Section 12.17. Survival of Provisions. The terms, provisions, and representations contained in Section 11.2, Section 11.3, Section 12.14, and any other provisions of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.18. Information Available to the Public.

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

Section 12.19. Termination of Responsibilities. Upon termination or revocation of the Contract, the District Board or its designee shall have no further obligations or responsibilities under this Contract to the System or any other person or persons in connection with this Contract.

Section 12.20. Disposition of System Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the System shall follow the applicable wind-up and dissolution provisions set forth in the System's articles of incorporation, Part 6A of the Code, and Applicable Law

Each party is signing this Reauthorization Contract on the date stated opposite that party's signature. The date of this Reauthorization Contract will be the date the last party signs this Reauthorization Contract (as indicated by the date associated with that party's signature).

The District Board is issuing this Reauthorization Contract to the System on the date of this Reauthorization Contract.

The System states that the System is able to comply with this Reauthorization Contract and all Applicable Law, and that the System, through its governing board, has approved and agreed to comply with and be bound by the terms and conditions of this Reauthorization Contract.

Date June 11, 2024 BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF MUSKEGON HEIGHTS

_____
By: Trinell Scott, Board President

Date: 6/11/24, 2024 MUSKEGON HEIGHTS PUBLIC SCHOOL ACADEMY SYSTEM BOARD OF DIRECTORS

_____
By: Leslie I. Slater, Board President

TAB C

CONTRACT SCHEDULE 1

RESTATED ARTICLES OF INCORPORATION

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

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

for

MUSKEGON HEIGHTS PUBLIC SCHOOL ACADEMY SYSTEM

ID NUMBER: 71232X

received by facsimile transmission on November 17, 2016 is hereby endorsed.

Filed on November 23, 2016 by the Administrator.

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

Sent by Facsimile Transmission

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 23rd day of November, 2016.

Julia Dale

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau

CSCL/CD-511 (Rev. 0/15)

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

Date Received	(FOR BUREAU USE ONLY)
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name		
John H. Gretzinger		
Address		
900 Monroe Avenue, NW		
City	State	ZIP Code
Grand Rapids	MI	49503

EFFECTIVE DATE:

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

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:

   MUSKEGON HEIGHTS PUBLIC SCHOOL ACADEMY SYSTEM

2. The identification number assigned by the Bureau is: 71232X

3. All former names of the corporation are:

   None

4. The date of filing the original Articles of Incorporation was: July 3, 2012

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

ARTICLE I

The name of the corporation is: Muskegon Heights Public School Academy System

The authorizing body for the corporation is: School District of the City of Muskegon Heights Board of Education.

ARTICLE II

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

See attached.

ARTICLE III

1. The corporation is formed on a nonstock basis.
(stock or nonstock)

2. If formed on a stock basis, the aggregate number of shares that 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 to the extent that the designations, numbers, relative rights, preferences, and limitations have been determined are as follows:

3a. If formed on a nonstock basis, the corporation is to be financed under the following general plan:

See attached.

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

ARTICLE IV

1. The name of the resident agent is: John H. Gretzinger

2. The address of the registered office is:

900 Monroe Avenue, NW (Street Address) Grand Rapids (City), Michigan 49503 (ZIP Code)

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

_____ (Street Address or P.O. Box) _____ (City), Michigan _____ (ZIP Code)

ARTICLE V (Additional provisions, if any, may be inserted here; attach additional pages if needed.)

See attached.

5. COMPLETE SECTION (a) IF THE RESTATED ARTICLES WERE ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS, OTHERWISE, COMPLETE SECTION (b). **DO NOT COMPLETE BOTH.**

a. ☐ These Restated Articles of Incorporation were duly adopted on the _____ day of _____, _____, in accordance with the provisions of Section 641 of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors under Section 611(1)(a).

Signed this _____ day of _____, _____

_____ _____

_____ _____

(Signatures of a Majority of Incorporators; Type or Print Name Under Each Signature)

b. ☒ These Restated Articles of Incorporation were duly adopted on the 24th day of October, 2016, in accordance with the provisions of section 641 of the Act: (check one of the following)

☐ by the Board of Directors without a vote of the members or shareholders. These Restated Articles of Incorporation only restate and integrate the articles and include only amendments adopted under section 611(1) or section 611(2) of the Act and there is no material discrepancy between those provisions and the provisions of the Restated Articles of Incorporation.

☒ were duly adopted by the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

☐ were duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act.

☐ were duly adopted by the written consent of all the directors pursuant to section 525 of the Act as the corporation is formed on a directorship basis.

☐ were duly adopted by the written consent of the shareholders, members, or their proxies having not less than the minimum number of votes required by statute in accordance with section 407 of the Act. Written notice to members or shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders, members, or their proxies is permitted only if such provision appears in the Articles of Incorporation).

Signed this 3rd day of November, 2016

By _____
(Signature of Authorized Officer or Agent)

John H. Gretzinger — Resident Agent

(Type or Print Name) (Type or Print Title)

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 Revised School Code, Public Act 451 of 1976, as amended, MCL 380.501 to 380.509 (the "Code").

2. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code (the "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 the Code.

ARTICLE III

The corporation is organized on a nonstock, directorship basis.

The value of assets which the corporation possesses is:

Real Property: $ 0.00;

Personal Property: approximately $3,000,000.00.

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

a. State school aid payments received pursuant to Article I of The State School Aid Act of 1979, Public Act 94 of 1979, as amended, MCL 388.1601 to 388.1772, or any successor law.

b. Federal funds.

c. Donations.

d. Fees and charges permitted to be charged by public school academies.

e. Other money lawfully received.

ARTICLE IV

The address of the registered office is: 900 Monroe NW, Grand Rapids, Michigan 49503.

The mailing address of the registered office is the same.

The name of the resident agent at the registered office is John H. Gretzinger.

ARTICLE V

The corporation is a governmental entity.

ARTICLE VI

The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Public Act 170 of 1964, as amended, MCL 691.1407.

ARTICLE VII

Before the issuance of a contract to the corporation by the District, 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 District as required by the Code.

ARTICLE VIII

The board of directors of the corporation shall have all the powers and duties permitted by law to manage the business, property and affairs of the corporation.

ARTICLE IX

The officers of the corporation shall be a president, vice–president, secretary and a treasurer, each of whom shall be a member of the board of directors of the corporation and shall be selected by the board of directors of the corporation. The board of directors may select one or more assistants to the secretary or treasurer, and may also appoint such other agents as the board of directors deems necessary for the transaction of the business of the corporation.

ARTICLE X

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

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

ARTICLE XI

These restated articles of incorporation shall not be amended except by the process provided in the contract issued to the corporation by the District.

If an emergency manager (an "Emergency Manager") is in place for the District under the Local Financial Stability and Choice Act, Public Act 436 of 2012, as amended, MCL 141.1451 to 141.1575, or a successor law ("Act 436"), amendments to these restated articles of incorporation will take effect only if approved by the board of directors of the corporation and the Emergency Manager and the amendments are filed with the Corporations, Securities, and Commercial Licensing Bureau of the Michigan Department of Licensing and Regulatory Affairs (the "Bureau"). In addition, the corporation shall file with the amendments a copy of the Emergency Manager's approval of the amendment.

If a receivership transition advisory board (an "Advisory Board") is in place for the District under Act 436, amendments to these restated articles of incorporation will take effect if approved by the board of directors of the corporation and the board of education of the District (the "District Board") and the receivership transition advisory board. If an Advisory Board is in place for the District, the District Board shall present any proposed amendment to the Advisory Board within ten (10) days of District Board approval. If the Advisory Board does not take action on the proposed amendment within sixty (60) days of receipt, the proposed amendment shall be deemed approved by the Advisory Board and shall take effect and be filed with the Bureau. In addition, the corporation shall file with the amendments a copy of the District Board's approval of the amendment and any approval by the Advisory Board.

If no Emergency Manager or Advisory Board is in place for the District under Act 436, amendments to these restated articles of incorporation will take effect only if approved by the board of directors of the corporation and the District Board and the amendments are filed with the Bureau. In addition, the corporation shall file with the amendments a copy of the District Board's approval of the amendment.

ARTICLE XII

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

These Restated Articles of Incorporation were duly adopted on October 24, 2016, in accordance with the provisions of section 641 of the Nonprofit Corporation Act, 1982 PA 162, as amended, MCL 450.2101 to 450.3192, were duly adopted the directors. The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

Signed October 24, 2016

By: _____
Carmella M. Balom
President
Board of Directors of Muskegon Heights Public School Academy System

Approved and signed October 21, 2016 by:

By: _____
Steven M. Schiller,
Emergency Manager
School District for the City of Muskegon Heights

Preparer's name and business telephone number
John H. Gretzinger
(616) 632-8000

4853-1988-6904.5

UNITED STATES OF AMERICA

The State of Michigan

Department of Licensing and Regulatory Affairs

Lansing, Michigan

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

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

LICENSING AND REGULATORY AFFAIRS
Corporations, Securities & Commercial Licensing Bureau

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 16th day of May , 2024.

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission

Certificate Number: 24050344608

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

UNITED STATES OF AMERICA

The State of Michigan

Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

MUSKEGON HEIGHTS PUBLIC SCHOOL ACADEMY SYSTEM

was validly incorporated on July 3 , 2012, as a Michigan , and said corporation filed restated articles of incorporation changing to a nonprofit corporation on and is validly in existence under the laws of this state.
in existence under the laws of this state.

This certificate is issued pursuant to the provisions of 1982 PA 162, for nonprofit corporations, 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.

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 20th day of May , 2024.

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission

Certificate Number: 24050405006

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

UNITED STATES OF AMERICA

The State of Michigan

Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

MUSKEGON HEIGHTS PUBLIC SCHOOL ACADEMY SYSTEM

was validly Incorporated on July 3 , 2012 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.

LICENSING AND REGULATORY AFFAIRS ★ Corporations, Securities & Commercial Licensing Bureau ★

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 20th day of May , 2024.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission

Certificate Number: 24050404910

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

CONTRACT SCHEDULE 2

AMENDED BYLAWS

SECOND REVISED BYLAWS

OF

MUSKEGON HEIGHTS PUBLIC SCHOOL ACADEMY SYSTEM

ARTICLE I

NAME

This organization shall be called the Muskegon Heights Public School Academy System (the "System" or the "Corporation").

ARTICLE II

FORM OF CORPORATION

The System is a governmental entity, organized as a non-profit, non-stock, directorship corporation.

ARTICLE III

OFFICES

Section 1. Principal Office. The principal office of the Corporation shall be located in the City of Muskegon Heights, County of Muskegon, State of Michigan.

Section 2. Registered Office. The registered office of the Corporation may be the same as the principal office of the Corporation, 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 Nonprofit Corporation Act, Public Act 162 of 1982, as amended, MCL 450.2101 to 450.3192 (the "Act"). Changes in the resident agent and registered address of the System must be filed with the Bureau of Commercial Services of the Department of Licensing and Regulatory Affairs and reported to the Board of Education of the School District of the City of Muskegon Heights (the "District Board").

ARTICLE IV

BOARD OF DIRECTORS

Section 1. General Powers. The business, property and affairs of the Corporation shall be managed by the System Board of Directors ("System Board"). The System Board may exercise any and all of the powers granted to it under the Act or The Revised School Code, Public Act 451 of 1976, as amended, MCL 380.1 to 380.1853 (the "Code"). The System Board may

delegate such powers to the officers and committees of the System Board as it deems necessary, so long as such delegation is consistent with the Articles, these Bylaws, the Contract and applicable law.

Section 2. District Board Resolution Establishing Method of Selection, Length of Term and Number of System Board Members. The method of selection and appointment, length of term, number of directors, oath of public office requirements, tenure, removal, resignation, compensation and prerequisite qualifications for members of the System Board shall comply with the resolution adopted by the District Board.

ARTICLE V

MEETINGS

Section 1. Annual and Regular Meetings. The System Board shall hold an annual meeting each year, as well as monthly meetings thereafter. The System Board shall provide, by resolution, the time and place, within the State of Michigan, for the holding of regular monthly meetings. The System Board shall provide notice of the annual and all regular monthly and special meetings to the District Board and as required by the Open Meetings Act.

Section 2. Special Meetings. Special meetings of the System Board may be called by or at the request of the System Board President or any Director. The person or persons authorized to call special meetings of the System Board may fix the place within the State of Michigan for holding any special meeting of the System 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 to the Charter Schools Office and as required by the Open Meetings Act.

Section 3. Quorum. To legally transact business, the System Board shall have a quorum physically present at a duly called meeting of the System Board. A "quorum" shall be defined as follows:

# of System Board positions # required for Quorum Three (3) Two (2)
Four (4) Three (3)
Five (5) Three (3)
Six (6) Four (4)
Seven (7) Four (4)

Section 4. Manner of Acting. The System Board shall be considered to have "acted," when a duly called meeting of the System Board has a quorum present and the number of System Board members voting in favor of an action is as follows:

# of System Board positions # for Quorum # required to act Three (3)
Two (2) Two (2)

Four (4) Three (3) Three (3)
Five (5) Three (3) Three (3)
Six (6) Four (4) Four (4)
Seven (7) Four (4) Four (4)

Section 5. Open Meetings Act. All meetings and committee meetings of the System Board shall at all times be in compliance with the Open Meetings Act.

Section 6. Notice to Directors. The System Board shall provide notice of any meeting to each Director stating the time and place of the meeting, with the delivery of such notice personally, by mail, facsimile or electronic mail to each Director at the Director's personal address or electronic mail address. Any Director may waive notice of any meeting by written statement sent by the Director to the System Board Secretary before or after the holding of the meeting. A Director's attendance at a meeting constitutes a waiver of the notice of the meeting required under this Section.

Section 7. Votes By Directors. The System Board meeting minutes shall reflect the vote, whether in favor, in opposition or in abstention, of each Director present at the meeting.

ARTICLE VI

COMMITTEES

Section 1. Committees. The System Board, by resolution, may designate one or more committees, each committee to consist of one or more Directors selected by the System 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 System Board, except (i) filling of vacancies on the System Board or in the offices of the System Board or committees created pursuant to this Section; (ii) amendments to the Articles of Incorporation or Bylaws; or (iii) any action the System Board cannot lawfully delegate under the Articles, the Contract, the 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 System Board of its activities as the System Board may request.

ARTICLE VII

OFFICERS OF THE BOARD

Section 1. Number. The officers of the Corporation shall be a President, Vice President, Secretary, Treasurer, and such Assistant Treasurers and Assistant Secretaries or other officers as may be selected by the System Board.

Section 2. Election and Term of Office. The System Board shall elect its initial officers at its first duly noticed meeting. Thereafter, officers shall be elected annually by the System Board at the Corporation's annual meeting. If the election of officers is not held at that

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 System Board may be removed by a majority vote by the System Board whenever in its judgment the best interests of the Corporation would be served thereby.

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

Section 5. President. The President of the Corporation shall be a member of the System Board. The President of the Corporation shall preside at all meetings of the System 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 System Board attending the meeting shall preside. The President shall be an ex officio member of any standing committees and when designated by the System Board, Chairperson of any standing committee established by the System Board. The President shall, in general, perform all duties incident to the office of President of the System Board as may be prescribed by the System Board from time to time.

Section 6. Vice-President. The Vice-President of the Corporation shall be a member of the System 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 System Board.

Section 7. Secretary. The Secretary of the Corporation shall be a member of the System Board. The Secretary shall: (a) keep the minutes of the System 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 System Board.

Section 8. Treasurer. The Treasurer of the Corporation shall be a member of the System 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 System Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of

the Corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the System Board.

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the System 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 System Board. The System 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 System Board may by resolution otherwise determine.

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

Section 11. Filling More Than One Office. Subject to Public Act 566 of 1978, as amended, MCL 15.181 to 15.185, 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 System Board may authorize any officer(s), assistant(s) or acting officer(s), to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the System Board authorizes the execution of a contract or of any other instrument in the name of and on behalf of the Corporation, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto. No contract entered into, by or on behalf of the System Board, shall in any way bind the School District of the City of Muskegon Heights (the "District") or District Board or impose any liability on the District, the District Board, its members, officers, employees or agents.

Section 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the System 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 Corporation, shall be made or permitted. No loan entered into, by or on behalf of the System Board, shall in any way be considered a debt or

obligation of the District or impose any liability on the District, the District Board, its members, officers, employees or agents. To avoid creating or perpetuating circumstances in which the possibility of favoritism, conflicts of interest, or impairment of efficient operations may occur, the

Corporation will not issue a debt instrument (e.g. loan agreement, promissory note, mortgage, line of credit, etc.) to any person employed by the Corporation or any person who serves on the System Board. This prohibition also applies to the issuance of a debt instrument to an entity owned or closely related to any Corporation employee or System Board member.

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 Corporation, shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the System Board.

Section 4. Deposits. Consistent with Section 1221 of the Code, the Treasurer of the System shall deposit the funds of the System in a financial institution or in a joint investment authorized by the Code. All additional funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the System Board may select, provided that such financial institution is eligible to be a depository of surplus funds under Section 6 of Public Act 105 of 1855, as amended, MCL 21.146.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the System 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 with 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 System Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this Corporation shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by this Corporation the same as such shares or other securities might be voted by this Corporation. This section shall in no way be interpreted to permit the Corporation to invest any of its surplus funds in any shares or other securities issued by any other corporation. This section is intended to apply, however, to all gifts, bequests or other transfers of shares or other securities issued by any other corporation which are received by the Corporation.

Section 6. Contracts Between Corporation and Related Persons; Persons Ineligible to Serve as Directors. Pursuant to the Code, each Director, officer or employee of the System shall comply with Public Act 566 of 1978, as amended, MCL 15.181 to 15.185, and Public Act 317 of 1967, as amended, MCL 15.321 to 15.330. The System Board shall ensure compliance with the Contract and applicable law relating to conflicts of interest.

ARTICLE IX

INDEMNIFICATION

Each person who is or was a Director, officer or member of a committee of the Corporation and each person who serves or has served at the request of the Corporation as a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation 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 System Board, grant rights to indemnification to any employee or agent of the Corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

ARTICLE X

FISCAL YEAR

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

ARTICLE XI

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted in accordance with Article IX of the Revised Terms and Conditions incorporated as part of the Contract.

ARTICLE XI

CONTRACT DEFINITIONS

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

CERTIFICATION

I, Leslie Kitchen-Slater, certified that these are our current Bylaws, which were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting by the Academy Board on the 23 day of May, 2024.

President

CONTRACT SCHEDULE 3

FISCAL AGENT AGREEMENT

SCHEDULE 3

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the School District of the City of Muskegon Heights Board of Education ("District Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Muskegon Heights Public School Academy ("Academy") System Board of Directors ("System Board"), a public-school academy.

Preliminary Recitals

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

WHEREAS, the District 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 that 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, which is Section 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the District Board or an officer or employee of the District Board as designated by the District Board.

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

"State School Aid Payment" means any payment the Academy receives from the State School Aid Fund established pursuant to Article IX, Section 11 of Michigan's amended Constitution of 1963 or under the State School Aid Act of 1979.

"State" means the State of Michigan.

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

Section 1.02. Fiscal Agent Agreement Incorporated into Contract, Use of Contract Definitions. This Fiscal Agent Agreement shall be incorporated into and is part of the Contract issued by the District Board to the Academy. Terms defined in the Contract shall have the same meaning as those in this Agreement.

ARTICLE II

FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The District Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the District Board and the Academy may also agree that the District 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 the Contract, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within three (3) 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 Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil membership count, as defined in the State School Aid Act of 1979, as amended, or to authorize, approve, or determine the accuracy of the State Aid School Payments received on behalf of the Academy from the State Treasurer. Except as provided in the Contract, 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. Except as provided in the Contract, 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. Suppose the Academy Board directs the Fiscal Agent to forward a portion of its State School Aid Payments to a third-party account to pay Academy debts and liabilities. In that case, the Academy shall submit to the District Board: (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 a manner acceptable to the Fiscal Agent. No State Aid Payment Agreement and Direction document shall be effective until the District Board President acknowledges it.

ARTICLE III

STATE DUTIES

Section 3.01 Eligibility for State School Aid Payments. Through its Department of Education, the state is solely responsible for determining the Academy's eligibility to receive State School Aid Payments and the amount of State School Aid Payments, if any, it is entitled to receive.

Section 3.02. Method of Payment. The State Treasurer will make each State School Aid Payment for the Academy to the Fiscal Agent 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 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 the State School Aid Act. To ensure funds are available for pupils' education, the 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 as consistent with the Contract and 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 follow the State School Aid Act of 1979 or applicable State Board rules.

Section 4.04. Repayment of Overpayment. The Academy shall directly reimburse the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the overpayment amount or 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, 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 applications of the State School Aid Payments and Other Funds received, deposited, or transferred for the benefit of the Academy. These books shall be available for inspection at reasonable hours and under reasonable conditions by the District Board, 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, and annually after that, 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 District 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 Fiscal Agent's liability to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as delivered by the State from time to time and the amount of Other Funds as supplied 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 the Contract 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 action, neglect or default, nor 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 entitled correctly. 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.

District Board
Trinell R. Scott Date 6/11/24
Trinell Scott, Board President

System Board
MHDSA Date 5/23/24
Board President

Acknowledgment of Receipt

On behalf of the State of Michigan, Department of Treasury, the undersigned acknowledges receipt of the preceding Fiscal Agent Agreement that is part of the Contract issued by the District Board to the Academy.

BY:

_____, Director
Bureau State and Finance Authority
Michigan Department of Treasury

Date: _____

CONTRACT SCHEDULE 4

OVERSIGHT, COMPLIANCE AND REPORTING AGREEMENT

SCHEDULE 4

OVERSIGHT AGREEMENT

This oversight agreement is part of the Contract issued by the Board of Education of the School District of the City of Muskegon Heights (the "District Board"), an authorizing body as defined by The Revised School Code, Public Act 451 of 1976, as amended, MCL 380.1 to 380.1853 (the "Code"), to the Muskegon Heights Public School Academy System, a public school academy (the "System").

Preliminary Recitals

WHEREAS, the District Board is subject to the leadership and general supervision of the State Board of Education overall public education and is responsible for overseeing the System's compliance with the Contract and all Applicable Laws; NOW, THEREFORE, the parties therefore agree as follows:

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 System's duties outlined in Section 2.02 of this Agreement.

"District Board" means that term as defined in the Terms and Conditions of the Contract.

"Oversight Responsibilities" means the District Board's oversight responsibilities outlined in Section 2.01 of this Agreement.

"State School Aid Payment" means any payment of money the System receives from the state school aid fund established under Section 11 of Article 9 of the State Constitution of 1963 and under Article I of The State School Aid Act of 1979, 1979 PA 94, as amended, MCL 388.1601 to 388.1772.

ARTICLE II

OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

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

a. Conduct a review of the System's audited financial reports as submitted, including the auditor's management letters, and report to the System Board any exceptions and any failure on the part of the System to meet generally accepted public sector accounting principles.

b. Review the system's records, internal controls, or operations to determine Contract and Applicable Law compliance.

c. Conduct an annual meeting between the System Board of Directors and a designee of the District Board to determine compliance with the Contract and Applicable Law.

d. Institute action to suspend, terminate, revoke, or reform the Contract according to its terms.

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

f. Request periodic reports from the System regarding any aspect of its operation, including, without limitation, whether the System has met or is achieving its targeted educational goals and applicable academic performance standards outlined in the Contract.

g. Request evidence that the System 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 System has failed to abide by or meet the educational goals or applicable academic performance standards outlined in the Contract.

i. Provide supportive services to the System as deemed necessary and/or appropriate by the District Board.

j. Evaluate whether the Michigan Student Test of Educational Program (the "M-STEP"), the Michigan Merit Examination (the "MME"), or any successor test, as applicable, a nationally recognized norm-referenced achievement test(s) or other assessment programs selected by the System are or have been appropriately administered to the System's student population, goals and programs.

k. Take other actions, such as authorizing the body, as permitted or required by the Code.

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

a. Submit information to the District Board following the Master Calendar of Reporting Requirements.

b. Submit quarterly financial reports to the District Board in a form and manner determined by the District Board. Submit other financial reports as established by the District Board.

c. Permit the District Board to inspect the System's records and/or premises at any reasonable time.

d. Report any litigation or formal proceedings alleging violation of any Applicable Law by the System to counsel for the District 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 the State Board of Education to the District Board.

f. Provide proposed minutes of all System Board of Directors' meetings to the District Board no later than ten (10) business days after such meeting, and provide approved final minutes to the District Board within five (5) business days after the minutes are approved.

g. Submit copies of insurance policies evidencing all insurance to the District Board before the Contract issuance and copies of insurance policies, as required by the Contract.

i. Provide supportive services to the System as deemed necessary and/or appropriate by the District Board.

j. Evaluate whether the Michigan Student Test of Educational Program (the "M-STEP"), the Michigan Merit Examination (the "MME"), or any successor test, as applicable, a nationally recognized norm-referenced achievement test(s) or other assessment programs selected by the System are or have been appropriately administered to the System's student population, goals and programs.

k. Take other actions, such as authorizing the body, as permitted or required by the Code.

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

a. Submit information to the District Board following the Master Calendar of Reporting Requirements.

b. Submit quarterly financial reports to the District Board in a form and manner determined by the District Board. Submit other financial reports as established by the District Board.

c. Permit the District Board to inspect the System's records and/or premises at any reasonable time.

d. Report any litigation or formal proceedings alleging violation of any Applicable Law by the System to counsel for the District 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 the State Board of Education to the District Board.

f. Proposed minutes of all System Board of Directors meetings must be provided to the District Board no later than ten (10) business days after such meeting, and approved final minutes must be provided to the District Board within five (5) business days after approval.

g. Submit copies of insurance policies evidencing all insurance to the District Board before the Contract issuance and copies of insurance policies, as required by the Contract.

h. Submit to the District Board a copy of the System's lease, deed, or other purchase arrangement for its physical facilities as required by the Contract.

i. Submit to the District Board copies of all fire, health, and safety approvals required by Applicable Law for the operation of a school.

j. Submit annually to the District Board the dates, times, and a description of how the System will provide notice of the System's pupil application and enrollment process. The System's pupil application and enrollment admission process must be conducted fairly and openly in compliance with the Contract and the Code. At a minimum, the System shall reasonably advertise its enrollment openings through the newspaper, mail, media, internet, or other acceptable communication processes. All System notices of the open enrollment period must include language that the open enrollment period includes evening and weekend times for enrolling students in the System. In addition, the System must outline the date for holding a random selection drawing in all public notices 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 System shall submit to the District Board a copy of any Certificate of Occupancy approval for the System's school facility outlined in Schedule 6. The System 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 District Board copies of ESP agreements, if any, in compliance with the Contract and the Code.

m. By July 1st of each year, the System Board shall provide a copy of the System Board's public meeting schedule for the upcoming school year. The System 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 System Board approval, the System Board shall provide a copy to the District Board of any changes to the System Board public meeting schedule.

n. Before December 31 of each year and whenever necessary after that, the System 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

h. Submit to the District Board a copy of the System's lease, deed, or other purchase arrangement for its physical facilities as required by the Contract.

i. Submit to the District Board copies of all fire, health, and safety approvals required by Applicable Law for the operation of a school.

j. Submit annually to the District Board the dates, times, and a description of how the System will provide notice of the System's pupil application and enrollment process. The System's pupil application and enrollment admission process must be conducted fairly and openly in compliance with the Contract and the Code. At a minimum, the System shall reasonably advertise its enrollment openings through the newspaper, mail, media, internet, or other acceptable communication processes. All System notices of the open enrollment period must include language that the open enrollment period includes evening and weekend times for enrolling students in the System. In addition, the System must set forth the date for holding a random selection drawing in all public notices 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 System shall submit to the District Board a copy of any Certificate of Occupancy approval for the System's school facility outlined in Schedule 6. The System 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 District Board copies of ESP agreements, if any, in compliance with the Contract and the Code.

m. By July 1st of each year, the System Board shall provide a copy of the System Board's public meeting schedule for the upcoming school year. The System 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 System Board approval, the System Board shall provide a copy to the District Board of any changes to the System Board public meeting schedule.

n. Before December 31 of each year and whenever necessary after that, the System 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 System's September pupil membership count; (ii) revised personnel costs; (iii) any start-up expenses incurred by the System; and (iv) the total amount of short-term cash flow loans obtained by the System. The System will make budget revisions in a manner prescribed by law. Within thirty (30) days of the System Board approving the budget (original and amended, if applicable), the System shall place a copy of that

budget on the System's website within a section of the website that is accessible to the public. To the extent that any dates for the submission of materials by the System under Section 2.02 conflict with dates outlined in the Master Calendar, the dates in the Master Calendar shall control.

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

ARTICLE III

RECORDS AND REPORTS

Section 3.01. Records. The System will keep records of the 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 District Board.

ARTICLE IV

MISCELLANEOUS

Section 4.01. Administrative Fee. The System agrees to pay the District Board an administrative fee of 3% of the State School Aid Payments received by the System. The District Board shall retain this fee from each State School Aid Payment received by the District Board for forwarding to the System. This fee shall compensate the District Board for overseeing the System's compliance with the Contract and all Applicable Laws and other related activities for which compensation is permissible.

Section 4.02. Time of the Essence. Time shall be of the essence in occasionally performing obligations imposed upon the System and the District Board by this Agreement.

Section 4.03. Audit and Evaluation. The System:

a. as a result of this authorizes the District Board to perform audit and evaluation studies using System data including, but not limited to, personally identifiable information about the System's students and staff submitted by the System to agencies including, but not limited to, Center for Educational Performance and Information ("CEPI"), Office of Educational Assessment and Accountability ("OEAA"), State School Reform/Redesign Office ("SRO") and the Michigan Department of Education ("MDE"). According to this authorization, the District Board 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 District Board with copies or view access to data, documents or information submitted to the MDE, the Superintendent of Public Instruction, the State Board of Education, the Center for Educational Performance and Information, the SRO, or any other state or federal agency.

ARTICLE V

TRANSPARENCY

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

A. Information to Be Made Publicly Available by the System. The following described categories of information are included explicitly within those to be made available to the public and the District Board by the System following 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 System Board's meeting calendar;
5. Copy of public notice for all System Board meetings;
6. Copy of System Board meeting agendas;
7. Copy of System Board meeting minutes;
8. Copy of System 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 System Board;
10. Copy of the quarterly financial reports submitted to the District Board;
11. Copy of curriculum and other educational materials given to the District Board;
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 System owned vehicles and portable buildings;
16. Copy of System Board approved ESP Agreement(s);
17. Copy of System Board approved services contract(s);
18. Office of Fire Safety certificate of occupancy for all System 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 System teachers and school administrators with names and addresses and their salaries as submitted to the Registry of Educational Personnel;

25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff

26. Evidence of fingerprinting, criminal background and record checks, and unprofessional conduct checks required by the Code for all System teachers and administrators;

27. System Board approved policies;

28. Copy of the annual financial audit and any management letters issued to the System Board;

29. Proof of insurance as required by the Contract; and

30. Any other information specifically required under the Code.

B. Information to Be Made Publicly Available by the ESP. The following information is included explicitly within the types of information available to the System by the Educational Service Provider (if any) by the Terms and Conditions:

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

4834-6368-0364.2

CONTRACT SCHEDULE 5

DESCRIPTION OF STAFF RESPONSIBILITIES

Description of Staff Responsibilities:

Superintendent

The superintendent oversees the daily operations of the school district as a whole. This position is generally responsible for providing recommendations to the school board in a variety of areas. The superintendent's primary responsibilities are handling the financial matters, and supervision of day-to-day operations of the school district including academic stewardship. They also lobby on behalf of their district with the State government.

Assistant Superintendent and/or Director(s)

The assistant superintendent and/or Director oversees a specific part or parts of a school district's daily operations. For example, there may be an assistant superintendent for curriculum and another assistant superintendent of Director for transportation. The assistant superintendent and or Director(s) is overseen by the district superintendent.

Principal

The principal oversees the daily operations of an individual school building within a district. The principal is primarily in charge of overseeing the students and faculty/staff in that building. They are also responsible for building community relationships within their area. The principal is often responsible for interviewing prospective candidates for job openings within their building as well as making recommendations to the superintendent for hiring a new teacher.

Assistant Principal

The assistant principal may oversee a specific part or parts of a school's daily operations. In some instances there may be more than one assistant principal, there may be an assistant principal who oversees all student discipline either for the entire school or for a particular grade depending on the size of the school. The assistant principal is overseen by the building principal and is typically used as an evaluator of staff.

Intervention Specialist (Academic and Behavioral)

An interventionist specialist may assist staff and students who struggle in many areas including reading, math, science, social studies, and behavior. They often fall under the direct supervision of the school administrators. Intervention Specialist typically function as a support to classrooms and work to resolve teacher and student related issues, so the interventionist has to be extremely structured and have mastery of their subject area discipline.

Teacher

Teachers are responsible for providing the students they serve with direct instruction in the area of content in which they specialize. The teacher is expected to use the district-approved curriculum to meet state objectives within that content area. The teacher is responsible for building relationships with parents of children which they serve.

Counselor

The Counselor provides counseling services for students who may struggle academically, and/or socially. A counselor also provides academic counseling setting student schedules, getting students scholarships, preparing them for life after high school, etc. In some cases, a counselor may also serve as the testing coordinator for their school.

Athletic Director

The athletic director oversees all of the athletic programs in the district. The athletic director is often the person in charge of all the athletic scheduling. They also often have their hand in the hiring process of new coaches and/or the removal of a coach from their coaching duties. The athletic director also oversees the spending of the athletic department.

Administrative Assistant/Secretary

An administrative assistant is one of the most important positions in the entire school. A school administrative assistant often knows the day-to-day operations of a school as well as anyone. They are also the person who communicates most often with parents. Their job includes answering phones, mailing letters,

organizing files, and a host of other duties. A good administrative assistant screens for the school administrator and makes their job easier.

Business Manager/Accountant

The business manager/accountant is charge of invoices, POs and billing, but a host of other financial responsibilities. The business manager has to be able to account for funds spent and received. The business manager/accountant must be organized and must stay current with all laws dealing with school finance.

Paraprofessional

A paraprofessional assists a classroom teacher in a variety of areas that can include making copies, grading papers, working with small groups of students, contacting parents, and a variety of other tasks.

Nurse

A school nurse provides general first aid for students in the school. The nurse may also administer medication to students who need it or are required medication. A school nurse keeps pertinent records on when they see students, what they saw, and how they treated it. A school nurse may also teach students about health and health-related issues.

Custodian

A custodian is responsible for the day-to-day cleaning of the school building as a whole. Their duties include vacuuming, sweeping, mopping, cleaning bathrooms, emptying trash, etc. They may also assist in other areas such as mowing, moving heavy items, etc.

Maintenance

Maintenance is responsible for keeping all the physical operations of a school running. If something is broke, then maintenance is responsible for repairing it. These may include electrical and lighting, air and heating, and mechanical issues.

Computer Technician

A computer technician is responsible for assisting school personnel with any computer issue or question that may arise. Those may include issues with email, the internet, viruses, etc. A computer technician should provide service and maintenance to all school computers to keep them running so that they may be

used as needed. They are also responsible for server maintenance and the installation of filter programs and features.

SCHEDULE 5
DESCRIPTION OF STAFF RESPONSIBILITIES
(as first amended and restated)

Pursuant to Applicable Law and the Terms and Conditions of this Contract, the Muskegon Heights Public School Academy System (the "System") is authorized to employ or contract for personnel according to the position information outlined in this schedule.

Muskegon Heights Public School Academy System
2441 Sanford Street
Muskegon Heights, Michigan 49444-2121

Job Description and Qualifications

In compliance with Board Policies; 4120 Employment of Professional Staff, 1400 Job Descriptions and 8320 Personnel Files and Administrative Guideline 4162

Position:	Superintendent of Schools
Building:	Muskegon Public School Academy System-Wide
Reports To:	Academy Appointed Board
Funding Source:	General Fund
School Year:	2016-17

Summary:

Provides leadership in developing and maintaining the best possible educational programs and services. Oversees and administers use of all district facilities, property, and funds with maximum of efficiency, minimum of waste, and ever-present, overriding concern for impact on each student's education. Acts as the primary professional advisor to the Board to ensure that all contractual agreements as financially sound and academically solid.

Qualifications:

1. Must possess a Master's Degree in Educational Leadership and /or comparable educational attainment.
2. Must possess a valid teacher certificate which meets federal guidelines for highly qualified teacher in at least one content area in the State of Michigan.
3. Demonstrated competence with a minimum of 2 years of central office experience.
4. Demonstrated competence with a minimum of 3 year experience as a building principal/administrator.
5. Demonstrated competence with a minimum of 3 years of classroom teaching experience.
6. Demonstrated competency in all areas of content responsibility and be computer literate.

Performance Responsibilities:

1. Assist in the development of and is responsible for the implementation and execution of policies adopted by the Board of Education.
2. Keep the Board informed on issues, needs, and operation of the school system.
3. Offer professional advice to the Board on items requiring Board action, with appropriate recommendations based on thorough study and analysis.
4. Work with the staff in presenting and interpreting school problems to the Board.
5. Assist the Board in its efforts to interpret public opinion concerning the schools.
6. Solicit, give attention to, and make response to problems and opinions of community groups and individuals.
7. Encourage collaborative relationships with businesses and industries in the community. Develop a cooperative relationship with all news media.
8. Undertake long-term analysis and projection of staffing needs and availability.
9. Develop a comprehensive plan for performance evaluation of all employees.
10. Implement the Board-adopted Affirmative Action Plan and Equal Employment Opportunity goals of the district.
11. Establish appropriate staff development programs.

12. Develop a plan of long range goals and objectives for the school system and provides opportunities for staff and community to engage in long-range planning activities.
13. Implement a system of internal communication in the schools.
14. Take steps, through a continuous self-improvement program, to keep abreast of trends and practices in education.
15. Evaluate the school program, advises the Board of school needs, and makes recommendations to the Board for meeting those needs.
16. Recommend to the Board an annual budget that is realistic in terms of the district's resources and reflects priorities of the Board.
17. Establish sound financial procedures and practices which ensure accountability for all revenues, expenditures, and allocations.
18. Lead the Board, the staff, and the community in a cooperative and continuous effort to improve the total school program.
19. Participate actively in community affairs and projects a positive image for the district.
20. Maintain regular attendance.

Leadership

1. Model creative instructional methods and procedures that adapt effectively to unusual situations.

2. Organize resources effectively to support learning activities in the classroom, the school, and the community.

3. Work cooperatively with parents to generate parents' confidence in the academy, teachers and instructional programs.

4. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.

5. Promote good citizenship through actions as role model. Display personal qualities that reflect favorably upon the individual, the group, and the school.

6. Promote a school culture based on the principles of firm, fair, and consistent practices that respect individual children and development of responsible citizenship.

7. Participate in the development of policies and regulations that affect instruction and conditions for success.

8. Provide leadership and expertise as a member of the School Improvement Team, including but not limited to compilation and analysis of needs assessment data and use of the data to set goals, develop plans, and monitor progress toward goals throughout the school improvement process.

9. Identify and participate in professional development opportunities.

10. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.

11. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to operation of school.

12. Share responsibility for marketing the Academy in the community.

13. Display pride in being a member of the Academy Leadership Team.

14. Be familiar with and support school administration in the effective implementation of the school's Emergency Response Plan.

15. Adhere to all procedures and policies as outlined in the Employee Manual.

Provide Building Wide Support for a Safe School Environment

- Work cooperatively with the building administrator, instructional staff, building staff, students and parents.
- Assist the staff in creating a physical safe environment.

Perform all other duties as assigned by the Board of Education and/or designee.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify, the right of any supervisor to assign, direct or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind.

Muskegon Heights Public School Academy System
2441 Sanford Street
Muskegon Heights, Michigan 49444-2121

Job Description and Qualifications

In compliance with Board Policies; 4120 Employment of Professional Staff, 1400 Job Descriptions and 8320 Personnel Files and Administrative Guideline 4162

Position: Assistant Superintendent/State & Federal Program
Building: Academy-Wide
Funding Source: Title I (70%) and General Fund (30%)
School Year: 2016-17

Summary:

The Assistant Superintendent is responsible for all aspects of compliance, accountability, data collection and data management, integrity, and reporting on school performance related to State and Federal programs, curriculum, student achievement, Priority School requirements and other mandated indicators. The Assistant Superintendent will partner with the Superintendent, Director of Finance, Operations, Human Resources, building level administrators, curriculum specialists, and other key stakeholders to develop and articulate a plan for monitoring Ed Performance, MStep, SAT pre/ post test and other testing systems, coordinate data collection, compliance and accountability, distribution and reporting. This is a highly collaborative administrative position and requires attention to detail and high levels of organization, execution, and responsibility.

Qualifications:

1. Must possess a Master's Degree in Educational Leadership and /or comparable educational attainment.
2. Must possess a valid teacher certificate which meets federal guidelines for highly qualified teacher in at least one content area in the State of Michigan.
3. Demonstrated competence with a minimum of 4 years of classroom teaching experience.
4. Demonstrated experience with State and Federal Programs, compliance, grant management including grant writing and budget.
5. Demonstrated competency in all areas of content responsibility and be computer literate.

Job Performance Responsibilities:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Provide leadership and fully participate in a school culture that focuses on student learning.
3. Set high expectations and standards for the achievement of instructional staff, students and own personal performance.
4. Coordinate with curriculum specialist to model effective instructional practices, including delivery of instruction using effective teaching strategies, and provide effective feedback, professional development and coaching for teachers in mastering these practices.
5. Identify opportunities to improve data collection/management and the use of data in planning and oversight decisions
6. Collect and analyze graduation rate data review and process appeals.
7. Provide opportunities for the community to be involved in student and school success

Characteristic Duties and Performance Standards

1. Articulate and interpret Title I regulations in order to inform others within the school.
2. Provide leadership in curriculum mapping and lesson planning, in alignment with state standards and grade level expectations.
3. Ensures that Title I requirements specified in the NCLB Act are implemented (i.e., Parents' Right to Know Clause, AYP report dissemination, etc.)
4. Coordinate individual building Annual Parent Meeting with building level administrators.
5. Train Title I teachers and paraprofessional staff in proper documentation, i.e., PARS, semi-annual reports and logs
6. Schedule monthly meetings with Title I staff to review policy, procedure, and teaching methods within the program.
7. Evaluate requests for Title I equipment, supplies, and materials to ensure allowable expenses to the grant source.
8. Monitor, along with the curriculum specialist the use of student achievement data from multiple sources (including standardized tests, data, curriculum-based assessments, classroom assessments and other data) to inform instruction.
9. Guide teachers along with curriculum specialist in adapting materials and methods across the curriculum to the learning styles and instructional levels of individual students, using multiple appropriate differentiation strategies, including but not limited to instructional grouping.

Professional Development

1. Attend college classes, district provided professional development, professional development outside the Academy to keep teacher certification valid.
2. Attend meetings that include CS, BS, Principal and administration meets to continuously improve the Academy's School Improvement and curriculum strategic plans

Leadership

16. Model creative instructional methods and procedures that adapt effectively to unusual situations.
17. Organize resources effectively to support learning activities in the classroom, the school, and the community.
18. Work cooperatively with parents to generate parents' confidence in the academy, teachers and instructional programs.
19. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
20. Promote good citizenship through actions as role model. Display personal qualities that reflect favorably upon the individual, the group, and the school.
21. Promote a school culture based on the principles of firm, fair, and consistent practices that respect individual children and development of responsible citizenship.

22. Participate in the development of policies and regulations that affect instruction and conditions for success.

23. Provide leadership and expertise as a member of the School Improvement Team, including but not limited to compilation and analysis of needs assessment data and use of the data to set goals, develop plans, and monitor progress toward goals throughout the school improvement process.

24. Identify and participate in professional development opportunities.

25. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.

26. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to operation of school.

27. Share responsibility for marketing the Academy in the community.

28. Display pride in being a member of the Academy Leadership Team.

29. Be familiar with and support school administration in the effective implementation of the school's Emergency Response Plan.

30. Adhere to all procedures and policies as outlined in the Employee Manual.

Provide Building Wide Support for a Safe School Environment

- Work cooperatively with the building administrator, instructional staff, building staff, students and parents.
- Assist the staff in creating a physical safe environment.

Documentation for Section 31a, Title I and General Fund

- Maintain logs/PARS that accurately identifies time spent in each grant funded, as well general fund positions

Perform all other duties as assigned by the Superintendent and/or designee.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify, the right of any supervisor to assign, direct or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind.

Muskegon Heights Public School Academy System
2441 Sanford Street
Muskegon Heights, Michigan 49444-2121

Job Description and Qualifications

In compliance with Board Policies; 4120 Employment of Professional Staff, 1400 Job Descriptions and 8320 Personnel Files and Administrative Guideline 4162

Position: Director of Special Education
Building: Academy-Wide
Funding Source: Special Education
School Year: 2016-17

Summary:
Special education director oversees all facets of the special education department, including programs, services, personnel and budget. They are responsible for providing support to staff in buildings to include principals, general and special education teachers, and ancillary staff. They also manage the budget and verifying cost for services mandates by IEP. Special education directors work with families and agencies to support special education students.

Qualifications:
1. Masters degree or higher in special education or related field.
2. State of Michigan certification as a special education director.
3. Minimum of three years teaching experience; including two years in a special education classroom.

Performance Responsibilities:
1. Build and promote better communication among special needs students, parents and staff.
2. Assist in the adaptation of school policies to include special education needs.
3. Keep informed of all legal requirements governing special education.
4. Provide leadership in establishing new programs and developing improved understanding of existing programs.
5. Evaluate existing programs as an ongoing responsibility, and recommend changes and additions, as needed.
6. Participate in educational consultation among students, parents and staff members.
7. Provide curriculum assistance and guidance in evaluation of instructional techniques to assist teaching staff in regards to the needs of individual students.
8. Develop IEP procedures and coordinate the interpretation of students' goals to parents.
9. Attend IEP meetings to consider student placement, as required.
10. Prepare and/or coordinate in-service training sessions for staff.

Leadership

31. Model creative instructional methods and procedures that adapt effectively to unusual situations.

32. Organize resources effectively to support learning activities in the classroom, the school, and the community.

33. Work cooperatively with parents to generate parents' confidence in the academy, teachers and instructional programs.

34. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.

35. Promote good citizenship through actions as role model. Display personal qualities that reflect favorably upon the individual, the group, and the school.

36. Promote a school culture based on the principles of firm, fair, and consistent practices that respect individual children and development of responsible citizenship.

37. Participate in the development of policies and regulations that affect instruction and conditions for success.

38. Provide leadership and expertise as a member of the School Improvement Team, including but not limited to compilation and analysis of needs assessment data and use of the data to set goals, develop plans, and monitor progress toward goals throughout the school improvement process.

39. Identify and participate in professional development opportunities.

40. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.

41. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to operation of school.

42. Share responsibility for marketing the Academy in the community.

43. Display pride in being a member of the Academy Leadership Team.

44. Be familiar with and support school administration in the effective implementation of the school's Emergency Response Plan.

45. Adhere to all procedures and policies as outlined in the Employee Manual.

Provide Building Wide Support for a Safe School Environment

- Work cooperatively with the building administrator, instructional staff, building staff, students and parents.
- Assist the staff in creating a physical safe environment.

Perform all other duties as assigned by the Superintendent and/or designee.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify, the right of any supervisor to assign, direct or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify, the right of any supervisor to assign, direct or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind.

Muskegon Heights Public School Academy System
2441 Sanford Street
Muskegon Heights, Michigan 49444-2121

Job Description and Qualifications

In compliance with Board Policies and Administrative Guidelines

Position: Director of Operations
Building: Muskegon Heights Public School Academy System
Reports To: Access Point Human Resource and/or Designee
Funding Source: General Fund/At Risk
School Year: 2016-17

Position Summary:
The role of the Director of Operation is to oversee planning, organization, and administration of the maintenance and custodial, security departments. Responsible for the implementation of safety and security plans and serve as the primary contact for emergency personnel such as police, fire fighters, ambulance staff, and first responder to all alarm calls on all three buildings.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the school.
2. Support and fully participate in a school culture that focuses on the safety of all school employees, students, families, and constituents that enter upon school grounds and school buildings.
3. To demonstrate and set high expectations for parent liaison, security and custodial staff.
4. Support the principal by offering organizational and technical assistance that ensures compliance with all corporate, local, state and federal guidelines and procedures.
5. Support a school philosophy that values continuous learning for adults tied into student learning and other school goals.
6. Support all efforts to provide opportunities for the community to be involved in school community, parent involvement activities and student success.
7. Conduct one-self according to professional, ethical principles.
8. Display personal qualities that reflect favorably upon the school community.
9. Display pride in being a member of the school community.
10. Adhere to all procedures and policies as outlined in the Employee Manual.
11. Assist in establishing clear lines of accountability and command within the school security forces.
12. Assist in the administration of school safety plans that would help direct emergency responses.
13. Establishes and maintains a system and security program, including:
14. Building security systems.
15. Building surveillance systems.
16. Visitor registration and identification procedures.
17. Emergency plans for evacuations, lock downs, and other crisis.
18. Security staff orientation and training programs.
19. Effective and efficient deployment of security personnel.

20. Coordination of services with local, State and Federal Law enforcement and emergency agencies.
21. Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.
22. Coordinates the deployment of security and law enforcement personnel to manage routine operations and emergency situations.
23. Supervises system and contracted law enforcement and security personnel.
24. Shall assist Heads of Schools to coordinate the compilation, analysis, and submission of reports to the Board of Education and Michigan Department of Education.
25. Prepare and submit daily security reports, activity logs, maintenance logs including reports of daily activities and irregularities, such as equipment or property damage, theft, presence of unauthorized persons, or unusual occurrences.
26. Function within the policies and administrative procedures as outlined in the Employee Manual
27. Be familiar with and support school administration in the effective implementation of the school's Emergency Response Plan.

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

Disclaimer:
This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify, the right of any supervisor to assign, direct or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

Muskegon Heights Public School Academy System
2441 Sanford Street
Muskegon Heights, Michigan 49444-2121

Job Description and Qualifications

In compliance with Board Policies; 4120 Employment of Professional Staff, 1400 Job Descriptions and 8320 Personnel Files and Administrative Guideline 4162

Position: Turn Around Principal
Building: Dr. MLK Jr. Elementary and Muskegon HeightsAcademy
Reports To: Human Resources and/or Designee
Funding Source: General Fund
School Year: 2016-17

Summary:
Provide school leadership that ensures excellence in teaching and student learning while promoting community support and maintaining efficiency in operation. To insure compliance with all aspects of: state and federal law; board policies and procedures; and compliance requirements of the authorizer.

Qualifications:

1. Possession of a Master Degree or higher in education, supervision and management, school administration, educational leadership or a related field.
2. Must possess a minimum of five years of experience in a turnaround role.
3. A valid Michigan teaching certificate, required.
4. A valid Michigan Administrator's Certification, required.
5. Evidence of successful experience as a classroom teacher.
6. Must possess the ability to identify and focus on early wins and big payoffs.
7. Must possess the ability to successfully break organizational norms to provide maximum impact.
8. Must act quickly in a fast cycle to demonstrate maximum academic gains for students.
9. Must be able to collect and analyze data to create, enhance and implement effective strategic processes to maximize student academic achievement.
10. Must be able to galvanize staff around big ideas that promote the academic and cultural health of the school building and student growth.

Job Performance Responsibilities:

1. Administer, manage, and supervise the operation of the school in compliance with the Board of Education's policies and at the direction of the Superintendent or designee.
2. Maintain student conduct and enforce discipline in compliance with district procedures.
3. Provide leadership in the development of appropriate educational programs and supportive student activities.
4. Demonstrate success in leadership capacity.
5. Possess the ability to develop a vision and strategies to achieve that vision.
6. Observe and evaluate the performance of the staff.
7. Plan and administer staff development activities.
8. Supervise the maintenance of accurate records on the progress and attendance of students.

9. Set high expectations and standards for the academic and social development of all students and the performance of adults.
10. Demand content and instruction that ensures student achievement of academic standards as outlined by the State of Michigan.
11. Create a school philosophy that values continuous learning for student learning and other school goals.
12. Use multiple sources of data collection to analyze barriers to achievement and to access, identify and apply instructional improvement.
13. Actively engage the community to create shared responsibility for student and school success.

Characteristic Duties and Performance Standards

1. Provide instructional and learning leadership that focuses on the four basic elements of: curriculum, instruction, performance and evaluation

2. Accept responsibility for the successful implementation of the School's academic programs and Insure and oversee the accurate maintenance of administrative records meeting all state and regulatory requirements.

3. Oversee and insure meaningful parental involvement in summer school and their child's learning.

4. Generate public support for the school's program and education in general as the public information officer of the school and supervisor of the overall public relations program.

5. Develop and implement a school budget, analyze and control expenditures with an understanding of the relationship between the instructional program and the budgeting process. Supervise and insure that financial reports are completed and submitted to the board in a timely manner.

6. Title I Report, and all required reports with local, state and federal education agencies, Board of Trustees and authorizer.

7. Work with the appropriate staff to develop schedules and staff assignments and to insure the effective and efficient use of time to protect academic subject blocks from disruptions.

8. Serve as chairperson for faculty meetings, academic committees, school improvement committees and administrative committees and attend other committees as needed.

9. Direct and serve as a model to insure the safety, security and attractiveness of the school building and grounds. Oversee the development of a Code of Student Conduct that defines the responsibilities of administrators, teachers, parents, and students in supporting a safe, secure learning environment.

10. Use multiple sources of data collection including standardized tests, portfolios, observations, conferences and grades to access student performance and to plan instruction.

11. Use technology effectively for administrative, instructional and communications functions.

12. Be familiar with school law, including the implications on the educational program and on liability. Keep abreast of developments and consult with the board members in times of uncertainty.

13. Adhere to all procedures and policies as outlined in the Employee Manual.

Professional Development

3. Attend college classes, district provided professional development, professional development outside the Academy to keep teacher certification valid.

4. Attend meetings that include CS, BS, Principal and administration meets to continuously improve the Academy's School Improvement and curriculum strategic plans

Leadership

46. Model creative instructional methods and procedures that adapt effectively to unusual situations.

47. Organize resources effectively to support learning activities in the classroom, the school, and the community.

48. Work cooperatively with parents to generate parents' confidence in the teacher and instructional program.

49. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.

50. Promote good citizenship through actions as role model. Display personal qualities that reflect favorably upon the individual, the group, and the school.

51. Promote a school culture based on the principles of firm, fair, and consistent practices that respect individual children and development of responsible citizenship.

52. Participate in the development of policies and regulations that affect instruction and conditions for success.

53. Provide leadership and expertise as a member of the School Improvement Team, including but not limited to compilation and analysis of needs assessment data and use of the data to set goals, develop plans, and monitor progress toward goals throughout the school improvement process.

54. Identify and participate in professional development opportunities.

55. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.

56. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to operation of school.

57. Conduct oneself according to professional, ethical principles. Continually strive to improve classroom methods, teaching techniques, and interpersonal relationships. Adhere to all school policies for both students and personnel.

58. Share responsibility for marketing the Academy System in the community.

59. Display pride in being a member of the Academy System Leadership Team.

60. Be familiar with and support school administration in the effective implementation of the school's Emergency Response Plan.

61. Adhere to all procedures and policies as outlined in the Employee Manual.

Provide Building Wide Support for a Safe School Environment

- Work cooperatively with the building administrator, instructional staff, building staff, students and parents.
- Assist the staff in creating a physical safe environment.

Perform all other duties as assigned by the Principal and/or designee.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify, the right of any supervisor to assign, direct or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind.

Muskegon Heights Public School Academy System
2441 Sanford Street
Muskegon Heights, Michigan 49444-2121

Job Description and Qualifications

In compliance with Board Policies; 4120 Employment of Professional Staff, 1400 Job Descriptions and 8320 Personnel Files and Administrative Guideline 4162

Position:	Elementary Principal
Building:	Muskegon Heights Publics School Academy System
Reports To:	Human Resources and/or Designee
Funding Source:	General Fund
School Year:	2016-17

Summary:

Provide school leadership that ensures excellence in teaching and student learning while promoting community support and maintaining efficiency in operation. To insure compliance with all aspects of: state and federal law; board policies and procedures; and compliance requirements of the authorizer.

Qualifications:

11. Possession of a Master Degree or higher in education, supervision and management, school administration, educational leadership or a related field.
12. Must possess a minimum of three-five years of experience in a building administration.
13. A valid Michigan teaching certificate, required.
14. A valid Michigan Administrator's Certification, required.
15. Evidence of successful experience as a classroom teacher.
16. Must be able to collect and analyze data to create, enhance and implement effective strategic processes to maximize student academic achievement.

Job Performance Responsibilities:

14. Administer, manage, and supervise the operation of the school in compliance with the Board of Education's policies and at the direction of the Superintendent or designee.
15. Maintain student conduct and enforce discipline in compliance with district procedures.
16. Provide leadership in the development of appropriate educational programs and supportive student activities.
17. Demonstrate success in leadership capacity.
18. Possess the ability to develop a vision and strategies to achieve that vision.
19. Observe and evaluate the performance of the staff.
20. Plan and administer staff development activities.
21. Supervise the maintenance of accurate records on the progress and attendance of students.
22. Set high expectations and standards for the academic and social development of all students and the performance of adults.
23. Demand content and instruction that ensures student achievement of academic standards as outlined by the State of Michigan.
24. Create a school philosophy that values continuous learning for student learning and other school goals.

25. Use multiple sources of data collection to analyze barriers to achievement and to access, identify and apply instructional improvement.
26. Actively engage the community to create shared responsibility for student and school success.

Characteristic Duties and Performance Standards

14. Provide instructional and learning leadership that focuses on the four basic elements of: curriculum, instruction, performance and evaluation

15. Accept responsibility for the successful implementation of the School's academic programs and Insure and oversee the accurate maintenance of administrative records meeting all state and regulatory requirements.

16. Oversee and insure meaningful parental involvement in summer school and their child's learning.

17. Generate public support for the school's program and education in general as the public information officer of the school and supervisor of the overall public relations program.

18. Develop and implement a school budget, analyze and control expenditures with an understanding of the relationship between the instructional program and the budgeting process. Supervise and insure that financial reports are completed and submitted to the board in a timely manner.

19. Title I Report, and all required reports with local, state and federal education agencies, Board of Trustees and authorizer.

20. Work with the appropriate staff to develop schedules and staff assignments and to insure the effective and efficient use of time to protect academic subject blocks from disruptions.

21. Serve as chairperson for faculty meetings, academic committees, school improvement committees and administrative committees and attend other committees as needed.

22. Direct and serve as a model to insure the safety, security and attractiveness of the school building and grounds. Oversee the development of a Code of Student Conduct that defines the responsibilities of administrators, teachers, parents, and students in supporting a safe, secure learning environment.

23. Use multiple sources of data collection including standardized tests, portfolios, observations, conferences and grades to access student performance and to plan instruction.

24. Use technology effectively for administrative, instructional and communications functions.

25. Be familiar with school law, including the implications on the educational program and on liability. Keep abreast of developments and consult with the board members in times of uncertainty.

26. Adhere to all procedures and policies as outlined in the Employee Manual.

Professional Development

5. Attend college classes, district provided professional development, professional development outside the Academy to keep teacher certification valid.

6. Attend meetings that include CS, BS, Principal and administration meets to continuously improve the Academy's School Improvement and curriculum strategic plans

Leadership

62. Model creative instructional methods and procedures that adapt effectively to unusual situations.

63. Organize resources effectively to support learning activities in the classroom, the school, and the community.

64. Work cooperatively with parents to generate parents' confidence in the teacher and instructional program.

65. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.

66. Promote good citizenship through actions as role model. Display personal qualities that reflect favorably upon the individual, the group, and the school.

67. Promote a school culture based on the principles of firm, fair, and consistent practices that respect individual children and development of responsible citizenship.

68. Participate in the development of policies and regulations that affect instruction and conditions for success.

69. Provide leadership and expertise as a member of the School Improvement Team, including but not limited to compilation and analysis of needs assessment data and use of the data to set goals, develop plans, and monitor progress toward goals throughout the school improvement process.

70. Identify and participate in professional development opportunities.

71. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.

72. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to operation of school.

73. Conduct oneself according to professional, ethical principles. Continually strive to improve classroom methods, teaching techniques, and interpersonal relationships. Adhere to all school policies for both students and personnel.

74. Share responsibility for marketing the Academy System in the community.

75. Display pride in being a member of the Academy System Leadership Team.

76. Be familiar with and support school administration in the effective implementation of the school's Emergency Response Plan.

77. Adhere to all procedures and policies as outlined in the Employee Manual.

Provide Building Wide Support for a Safe School Environment

- Work cooperatively with the building administrator, instructional staff, building staff, students and parents.
- Assist the staff in creating a physical safe environment.

Perform all other duties as assigned by the Principal and/or designee.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify, the right of any supervisor to assign, direct or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind.

Muskegon Heights Public School Academy System
2441 Sanford Street
Muskegon Heights, Michigan 49444-2121

Job Description and Qualifications

In compliance with Board Policies; 4120 Employment of Professional Staff, 1400 Job Descriptions and 8320 Personnel Files and Administrative Guideline 4162

Position:	Section 31a/Title I/General Fund Curriculum Specialist
Building:	Edgewood Elementary Academy
Reports To:	Principal and/or Designee
Funding Source:	Section 31a/Title I/General Fund
School Year:	2016-17

Summary:

To serve as the Curriculum Specialist for all areas of the curriculum and facilitator for all academic programs. Monitor curriculum implementation and instruction to ensure excellence in teaching that supports student achievement. Provide teachers with an exemplary ongoing professional development program that contributes to their development as knowledgeable, informed, responsible and accountable educators and as leaders in their classrooms. Ensure that students receive a first-class learning experience that maximizes their intellectual, social, emotional, and physical development, including the continuous development of their intellect and problem solving skills.

Qualifications:

6. Must possess Bachelor's Degree in content area.
7. Must possess a Master's Degree in Curriculum and Instruction or comparable educational attainment.
8. Must possess a valid teacher certificate which meets federal guidelines for highly qualified teacher in at least one content area.
9. Demonstrated competence with a minimum of 4 years of classroom teaching experience.
10. Demonstrated experience as a leader in Curriculum and Instruction or related field.
11. Demonstrated competency in all areas of content responsibility and be computer literate.

Job Performance Responsibilities:

8. Share a commitment to the success of the mission, goals, and objectives of the Academy System.
9. Provide leadership and fully participate in a school culture that focuses on student learning.
10. Set high expectations and standards for the achievement of instructional staff, students and own personal performance.
11. Offer continuous and targeted professional development that directly supports the school curriculum and instruction and ensures continuous student achievement of the school's academic standards.
12. Model effective instructional practices, including delivery of instruction using effective teaching strategies, and provide effective feedback, professional development and coaching for teachers in mastering these practices.
13. Provide in-class support through modeling, team teaching or observing each teacher at least twice per month.
14. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify and apply to instructional improvement paying particular attention to identified Title I students.
15. Provide opportunities for the community to be involved in student and school success.

Characteristic Duties and Performance Standards

1. Accept responsibility for the successful implementation of the School's academic programs and for the achievement of students.

2. Provide leadership in curriculum mapping and lesson planning, in alignment with state standards and grade level expectations.

3. Monitor curriculum implementation and effective instruction, providing feedback, coaching, and training in targeted areas of need.

4. Lead grade level and/or content area meetings on topics of curriculum, instruction, and assessment; and provide leadership in curriculum and instruction during staff meetings, and on an individual basis.

5. Monitor the use of student achievement data from multiple sources (including standardized tests, data, curriculum-based assessments, classroom assessments and other data) to inform instruction paying particular attention to identified Title I students.

6. Guide teachers in the effective use of instructional and support materials for full implementation of all areas of the curriculum.

7. Guide teachers in adapting materials and methods across the curriculum to the learning styles and instructional levels of individual students, using multiple appropriate differentiation strategies, including but not limited to instructional grouping.

Professional Development

7. Attend college classes, district provided professional development, professional development outside the Academy to keep teacher certification valid.

8. Attend meetings that include CS, BS, Principal and administration meets to continuously improve the Academy's School Improvement and curriculum strategic plans

Leadership

78. Model creative instructional methods and procedures that adapt effectively to unusual situations.

79. Organize resources effectively to support learning activities in the classroom, the school, and the community.

80. Work cooperatively with parents to generate parents' confidence in the teacher and instructional program.

81. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.

82. Promote good citizenship through actions as role model. Display personal qualities that reflect favorably upon the individual, the group, and the school.

83. Promote a school culture based on the principles of firm, fair, and consistent practices that respect individual children and development of responsible citizenship.

84. Participate in the development of policies and regulations that affect instruction and conditions for success.

85. Provide leadership and expertise as a member of the School Improvement Team, including but not limited to compilation and analysis of needs assessment data and use of the data to set goals, develop plans, and monitor progress toward goals throughout the school improvement process.

86. Identify and participate in professional development opportunities.

87. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.

88. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to operation of school.

89. Conduct oneself according to professional, ethical principles. Continually strive to improve classroom methods, teaching techniques, and interpersonal relationships. Adhere to all school policies for both students and personnel.

90. Share responsibility for marketing the Academy System in the community.

91. Display pride in being a member of the Academy System Leadership Team.

92. Be familiar with and support school administration in the effective implementation of the school's Emergency Response Plan.

93. Adhere to all procedures and policies as outlined in the Employee Manual.

Provide Building Wide Support for a Safe School Environment

- Work cooperatively with the building administrator, instructional staff, building staff, students and parents.
- Assist the staff in creating a physical safe environment.

Documentation for Section 31a, Title I and General Fund

- Maintain logs/PARS that accurately identifies time spent in each grant funded, as well general fund positions

Perform all other duties as assigned by the Principal and/or designee.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify, the right of any supervisor to assign, direct or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind.

Heights Public Schools
Central Administration Building
2603 Leahy Street
Muskegon Heights, Michigan 49444-2121

Job Description and Qualifications

In compliance with Board Policies; 3120 Employment of Professional Staff, 1400 Job Descriptions and 8320 Personnel Files

Position: Literacy Coach
Building: Muskegon Heights Public School Academy System
Reports To: Principal and/or Designee
Funding Source: Title I
School Year: 2016-17

Qualifications:

- Bachelor's degree; Master's degree preferred
  - Three or more years of recent classroom experience at the primary level teaching reading
  - Reading First training required
  - Participation in balanced literacy professional development

Job Performance Responsibilities:

1. Demonstrate exemplary classroom literacy practice and possess a deep understanding of literacy theory
   - On-going modeling for teachers of children in a variety of settings and grade levels (K-3)
   - Extend literacy competencies through professional development opportunities and networking with other literacy coaches

2. Help improve instruction by engaging teachers in intensive professional development and promote a school-based professional community
   - Provide demonstrations of literacy components
   - Observe and coach classroom teachers in effective practices
   - Provide sustained mentoring to classroom teachers
   - Plan and conduct professional literacy team meetings
   - Provide workshops on the literacy framework

3. Manage and evaluate the school's literacy program to ensure the highest level of quality
   - Collect data, analyze results, and report findings
   - Implement a school-wide assessment system for monitoring student achievement
   - Evaluate student achievement and assist with placing students in appropriate intervention and support services
   - Evaluate effectiveness of the overall literacy program
   - Identify needs and make recommendations for appropriate reading and writing materials
   - Provide records and research data to the Office Of Curriculum

4. Provide leadership for literacy across the school community
   - Meet regularly with the principal to report on progress and plan next steps

- Network with other literacy coaches in developing, implementing, and researching the literacy-based program
- Communicate the results of the literacy program and spotlight the school as a Literacy Center

- Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify, the right of any supervisor to assign, direct or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind.

Muskegon Heights Public School Academy System
2441 Sanford Street
Muskegon Heights, Michigan 49444-2121

Job Description and Qualifications

In compliance with Board Policies; 4120 Employment of Professional Staff, 1400 Job Descriptions and 8320 Personnel Files and Administrative Guideline 4162

Position: Section 31a /Behavioral Specialist
Building: Edgewood Elementary Academy
Reports To: Principal and/or Designee
Funding Source: Section 31a
School Year: 2016-17

Qualifications:

1. Must possess a minimum of a high school diploma; Associates/Bachelors degree preferred.
2. Prior experience working as behavioral specialist is preferred.
3. Must demonstrate the ability to communicate with students, parents, staff and the public, effectively.
4. Ability to demonstrate aptitude and competence in the assigned position is required.

Job Performance Responsibilities:

1. **Positive Behavior Support**
   - Use positive non-violet crisis intervention to achieve culture change throughout the school district.
   - Follow set behavior management plan for building
   - Work with appropriate staff to develop coping and problem-solving strategies to reduce the intensity, duration and frequency of complex, long-standing behaviors that place students at-risk for significant emotional, social and academic failure.
   - Monitor classroom for students with behavioral issues, to share strategies, suggestions and feedback that will assist the teacher in reducing/managing these behaviors.
   - Work in individual/small groups for students who are experiencing repeated behavioral issues.
   - Assist with parent meetings regarding behavior issues/management plans with school building administrator and/or team.
   - Facilitate and manage PBIS celebrations in the building per the principal/team's direction.
   - Respond to student behavioral referrals and make determination of consequences with the building administrator, i.e., after school programs, including but not limited to suspension.
   - Meet with the Special Education team during IEP's as needed.
   - Assist the principal and central office with building wide culture and climate to ensure that an atmosphere conducive to excellence in education.

2. **Provide Building Wide Support for a Safe School Environment**
   - Work cooperatively with the building administrator, instructional staff, building staff, students and parents.

- Assist the staff in creating a physically safe environment.

3. **Training**
   - Attend at least one outside workshop or in-house training program in behavior analysis per school calendar
   - Attend monthly meetings with the CS, BS, Principal and administrative team.

4. **Documentation for Title I Services**
   - Maintain logs of behavior/intervention meetings with administrators or other certified personnel.
   - Complete a Federal Payroll Certification and Section 31a logs.

Perform all other duties as assigned by the Principal and/or designee.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify, the right of any supervisor to assign, direct or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind.

Muskegon Heights Public School Academy System
2441 Sanford Street
Muskegon Heights, Michigan 49444-2121

Job Description and Qualifications

In compliance with Board Policies; 4120 Employment of Professional Staff, 1400 Job Descriptions and 8320 Personnel Files and Administrative Guideline 4162

Position:	At-Risk School Counselor
Building:	Muskegon Heights Academy
Reports To:	Principal and/or Designee
Funding Source:	Section 31a/ General Fund
School Year:	2016-17

Summary:

To provide eligible at-risk students with an exemplary, ongoing professional at-risk student-counseling program. To provide services, using the eligibility worksheets, which contribute and respond to the individual needs of students by serving as liaison with school staff and outside resources; and maintaining consistency and continuity in the school's response procedures.

Qualifications:

1. Graduate degree (Master's preferred) in Counseling, Social Work or related field
2. Valid state certification and demonstrated competence as a school based social services counselor.
3. Must demonstrate mastery of all areas of counseling responsibility and be computer literate.
4. Must be able to demonstrate a strong understanding of local, regional, state and federal resources that support families, students and school institutions.
5. Must possess appropriate certification or licensing as required by State law.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the school.
2. Support and fully participate in a school culture that focuses on student learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Offer resources, professional expertise and coaching that supports student achievement of school's academic standards only to eligible students.
5. Support a school philosophy that values continuous student learning and other school goals.
6. Use multiple sources of data collection to analyze barriers to student achievement and to assess, identify and apply to the improvement of the behavior management program.
7. Offer opportunities for the community to be involved in student and school success.

Characteristic Duties and Performance Standards (Essential):

1. Accept responsibility for the successful implementation of the school's at-risk program and for the achievement of students.
2. Provide individual/small group counseling services for eligible students needing academic, social, or emotional support.

3. Assume responsibility for coordinating, monitoring and reporting student interventions only for eligible small groups assigned.
4.
5. Serve as resource specialist for Teachers and parents regarding any counseling needs only for eligible small groups assigned.
6.
7. Serve as liaison to school staff and outside resources; maintain consistency and continuity in the school's response procedures only for eligible small groups assigned.
8.
9. Utilize excellent research and communication skills, including Internet research, MS Word and educational software to support the behavior program.
10.
11. Identify and develop creative intervention methods and procedures to adapt effectively to unusual situations.

12. Organize resources effectively to support student learning in the classroom, the school, and the community.

13. Demonstrate exceptional counseling techniques including documentation and student tracking.

14. Work cooperatively with students (and parents when needed) and generate parents' confidence in the Teacher and the school community at large.

15. Demonstrate genuine concern for students and Teachers in a climate characterized by high personal and student expectations.

16. Promote good citizenship through actions as a positive role model.

17. Provide a school culture based on the principles of firm, fair, and consistent practices, respect for individual students, and development of responsible citizenship.

18. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.

19. Conduct one-self according to professional, ethical principles.

20. Display personal qualities that reflect favorably upon the individual, the group, and the school.

21. Display pride in being a support to the school Leadership Team.

22. Adhere to all procedures and policies as outlined in the Employee Manual including the requirement to submit to a criminal records check.

Muskegon Heights Public School Academy System
2441 Sanford Street
Muskegon Heights, Michigan 49444-2121

Job Description and Qualifications

In compliance with Board Policies; 4120 Employment of Professional Staff, 1400 Job Descriptions and 8320 Personnel Files and Administrative Guideline 4162

Position:	Teacher
Building:	Dr. Martin Luther King Jr/Edgewood Elementary Academies
Reports To:	Principal and/or Designee
Funding Source:	General Fund
School Year:	2016-17

Position Summary: To provide students with a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

Required Qualification:

1. Must possess a Bachelor's degree.
2. Must have a valid teaching license and/or appropriate credentials and be highly qualified as designated by the Michigan Department of Education.
3. Must demonstrate competency in all areas of content responsibility
4. Must be computer literate.
5. Must communicate through superior written and oral communication skills.
6. Exhibit a high caliber of expertise in subject matter.

Required Skills:

1. Ability to work on multiple projects and respond to requests and deadlines in an accurate timely manner.
2. Make sound decisions within the parameters of authority.
3. Be courteous, professional, and tactful at all times.
4. Maintain a positive working relationship with staff, parents, students, and community.
5. Motivate and create a shared vision within the school community.
6. Be respected as an adult learner and as an individual.
7. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and organizational purpose.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in a school culture that focuses on students and learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Offer content and instruction that ensures student achievement of the school's academic standards.
5. Support a school philosophy that values continuous learning for adults tied into student learning and other school goals.
6. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify, and apply to instructional improvement.
7. Provide opportunities for the community to be involved in student and school success.

Characteristic Duties and Performance Standards (Essential):

1. Accept responsibility for the achievement of students.
2. Guide the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
3. Demonstrate effective planning and organization for instruction by: having lesson plans available at least one week in advance to assist in case of absence, taking attendance as required, tracking and submitting grades accurately and on time, and keeping classroom organized, neat, and attractive at all times.
4. Motivate students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback, set high expectations, and demonstrate sensitivity to different learning styles.
5. Use creative instructional methods and procedures and adapt effectively to unusual situations.
6. Select appropriate materials and adapt materials and methods to learning styles and abilities of students.
7. Use resources effectively to support learning activities in the classroom, the school, and the community.
8. Demonstrate exceptional classroom techniques which include: the art of questioning, clarity of assignments, communication in large and small groups and with individual students, an atmosphere of mutual respect, independent thought and expression, and student and Teacher experiences.
9. Work cooperatively with parents and generate parents' confidence in the Teacher.
10. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
11. Promote good citizenship through actions as role model.
12. Provide a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
13. Participate in the development of policies and regulations that affect instruction and conditions for success.
14. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
15. Share responsibility for professional, cooperative staff relations and for out - of- class activities important to the operation of the school, serving when asked, as a Teacher mentor.
16. Adhere to professional and ethical principles, continually striving to improve classroom methods, teaching techniques, interpersonal relationships, and adhering to all school policies for both students and personnel.
17. Share responsibility for marketing the school in the community.
18. Display personal qualities that reflect favorably upon the individual, the group, and the school.
19. Display pride in being a Teacher and a member of the school team by displaying positive behavior and fully participating in the School culture, attending faculty meetings, and participating on committees.
20. Identify and participate in professional development opportunities.
21. Conduct and document parent conferences.
22. Be familiar with, and support school administration in the effective implementation of, the School's Emergency Response Plan.
23. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.

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Muskegon Heights Public School Academy System
2441 Sanford Street
Muskegon Heights, Michigan 49444-2121

Job Description and Qualifications

In compliance with Board Policies; 4120 Employment of Professional Staff, 1400 Job Descriptions and 8320 Personnel Files and Administrative Guideline 4162

Position:	Special Education Teacher
Building:	Dr. Martin Luther King Jr/Edgewood Elementary Academies
Reports To:	Principal and/or Designee
Funding Source:	Special Education
School Year:	2016-17

Position Summary: To provide students with a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

Required Qualification:

7. Must possess a Bachelor's degree.
8. Must have a valid teaching license and/or appropriate credentials and be highly qualified as designated by the Michigan Department of Education.
9. Must demonstrate competency in all areas of content responsibility
10. Must be computer literate.
11. Must communicate through superior written and oral communication skills.
12. Exhibit a high caliber of expertise in subject matter.

Required Skills:

8. Ability to work on multiple projects and respond to requests and deadlines in an accurate timely manner.
9. Make sound decisions within the parameters of authority.
10. Be courteous, professional, and tactful at all times.
11. Maintain a positive working relationship with staff, parents, students, and community.
12. Motivate and create a shared vision within the school community.
13. Be respected as an adult learner and as an individual.
14. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and organizational purpose.

Primary Tasks:

8. Share a commitment to the success of the mission, goals, and objectives of the Academy.
9. Support and fully participate in a school culture that focuses on students and learning.
10. Set high expectations and standards for the achievement of students and own personal performance.
11. Offer content and instruction that ensures student achievement of the school's academic standards.
12. Support a school philosophy that values continuous learning for adults tied into student learning and other school goals.
13. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify, and apply to instructional improvement.
14. Provide opportunities for the community to be involved in student and school success.

Characteristic Duties and Performance Standards (Essential):

8. Accept responsibility for the achievement of students.
9. Guide the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
10. Demonstrate effective planning and organization for instruction by: having lesson plans available at least one week in advance to assist in case of absence, taking attendance as required, tracking and submitting grades accurately and on time, and keeping classroom organized, neat, and attractive at all times.
11. Motivate students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback, set high expectations, and demonstrate sensitivity to different learning styles.
12. Use creative instructional methods and procedures and adapt effectively to unusual situations.
13. Select appropriate materials and adapt materials and methods to learning styles and abilities of students.
14. Use resources effectively to support learning activities in the classroom, the school, and the community.
24. Demonstrate exceptional classroom techniques which include: the art of questioning, clarity of assignments, communication in large and small groups and with individual students, an atmosphere of mutual respect, independent thought and expression, and student and Teacher experiences.
25. Work cooperatively with parents and generate parents' confidence in the Teacher.
26. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
27. Promote good citizenship through actions as role model.
28. Provide a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
29. Participate in the development of policies and regulations that affect instruction and conditions for success.
30. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
31. Share responsibility for professional, cooperative staff relations and for out - of- class activities important to the operation of the school, serving when asked, as a Teacher mentor.
32. Adhere to professional and ethical principles, continually striving to improve classroom methods, teaching techniques, interpersonal relationships, and adhering to all school policies for both students and personnel.
33. Share responsibility for marketing the school in the community.
34. Display personal qualities that reflect favorably upon the individual, the group, and the school.
35. Display pride in being a Teacher and a member of the school team by displaying positive behavior and fully participating in the School culture, attending faculty meetings, and participating on committees.
36. Identify and participate in professional development opportunities.
37. Conduct and document parent conferences.
38. Be familiar with, and support school administration in the effective implementation of, the School's Emergency Response Plan.
39. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify, the right of any supervisor to assign, direct or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind.

Muskegon Heights Public Schools
2603 Leahy Street
Muskegon Heights, Michigan 49444-2121

Job Description and Qualifications

In compliance with Board Policies; 3120 Employment of Professional Staff, 1400 Job Descriptions, 8320 Personnel Files and Administrative Guideline 3122

Position: Title I High School Math Teacher
Building: Muskegon Heights High School
Reports To: Principal and/or Designee
Funding Source: Title I
School Year: 2016-17

Qualifications:

- Bachelor's degree; Master's degree preferred
- Three or more years of recent classroom experience at the primary level teaching reading
- Reading First training required
- Participation in balanced literacy professional development

Job Performance Responsibilities:

5. Demonstrate exemplary classroom literacy practice and possess a deep understanding of literacy theory
   - On-going modeling for teachers of children in a variety of settings and grade levels (K-3)
   - Extend literacy competencies through professional development opportunities and networking with other literacy coaches

6. Help improve instruction by engaging teachers in intensive professional development and promote a school-based professional community
- Provide demonstrations of literacy components
- Observe and coach classroom teachers in effective practices
- Provide sustained mentoring to classroom teachers
- Plan and conduct professional literacy team meetings
- Provide workshops on the literacy framework

7. Manage and evaluate the school's literacy program to ensure the highest level of quality
- Collect data, analyze results, and report findings
- Implement a school-wide assessment system for monitoring student achievement
- Evaluate student achievement and assist with placing students in appropriate intervention and support services
- Evaluate effectiveness of the overall literacy program
- Identify needs and make recommendations for appropriate reading and writing materials
  - Provide records and research data to the Office Of Curriculum

8. Provide leadership for literacy across the school community
- Meet regularly with the principal to report on progress and plan next steps

- Network with other literacy coaches in developing, implementing, and researching the literacy-based program
- Communicate the results of the literacy program and spotlight the school as a Literacy Center

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Muskegon Heights Public School Academy System
2441 Sanford Street
Muskegon Heights, Michigan 49444-2121

Job Description and Qualifications

In compliance with Board Policies; 4120 Employment of Professional Staff, 1400 Job Descriptions and 8320 Personnel Files and Administrative Guideline 4162

Position:	Edify/Title I Intervention Teacher
Building:	Muskegon Heights Academy
Reports To:	Principal and/or Designee
Funding Source:	Section 31a/Title I/General Fund
School Year:	2016-17

Position Summary:
The intervention teacher helps disadvantaged children meet high academic standards by providing targeted assistance programs and supplementary instruction. Incumbent works with children identified through bench marking as most at risk of failing to meet achievement standards. The intervention teacher works with children individually or in small groups providing instruction consistently in reading, writing, math, science activities.

Primary Tasks:

16. Share a commitment to the success of the mission, goals, and objectives of the school.
17. Support and fully participate in a school culture that focuses on student and adult learning.
18. Set high expectations and standards for the achievement of students and own personal performance.
19. Support the school's Title I program by offering content and instruction that ensures student achievement.
20. Support a school philosophy that values continuous learning for adults tied into student learning and other school goals.
21. Support the use of multiple sources of data collection to analyze barriers to student achievement and to access, identify and apply to instructional improvement.

Characteristic Duties and Performance Standards: (Essential):

1. Works primarily with children identified as most at-risk of failing to meet high educational achievement standards based upon criteria.
2. Participates, as a support, in individual case conferences as requested.
3. Monitor most student's progressive learning skills.
4. Provides prescriptive supplementary instruction to the most at-risk students in core academic subject areas.
5. Provides supplemental services through implementation of intervention programs: READ 180, System 44, and other research-based programs.

6. Documents suspected student learning deficiencies and supplementary learning activities and diagnosis results.
7. Initiates, as a support, and/or supports ways to strengthen school-family partnerships.
8. Supplements, as an instructor, and/or provides individualized, small group and individual instruction to meet academic needs.
9. Communicates, as a team teacher, with parents and school personnel on student progress as necessary.
10. Administers, as an instructor, supplemental assessments (formal/informal) to contribute to student profiles, as needed.
11. Prepares supplementary instructional materials.
12. Maintains accurate and complete records of a variety of student information with confidentiality.
13. Demonstrates exceptional classroom techniques which include: the art of questioning, clarity of assignments, communication in large and small groups and with individual students, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences.
14. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
15. Promote good citizenship through actions as role model.
16. Provide a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
17. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
18. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to operation of school.
19. Conduct one-self according to professional, ethical principles. Continually strive to improve classroom methods, teaching techniques, and interpersonal relationships. Adhere to all school policies for both students and personnel.
20. Display personal qualities that reflect favorably upon the individual, the group, and the school.
21. Display pride in being a member of the charter school team by displaying positive behavior and fully participating in the school culture. Attend faculty meetings and participate on committees as requested.
22. Adhere to all procedures and policies as outlined in the Employee Manual.

Required Education/Skills:

Bachelor Degree in Education or related discipline (i.e. social science, humanities). Must have appropriate credentials and be highly qualified as designated by the State Department of Education. Must demonstrate competency in all areas of content responsibility and be computer literate.

Disclaimer:

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required of this position. It is not intended to limit, or in any way to modify, the right of any supervisor to assign, direct or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

Muskegon Heights Public School Academy System
2441 Sanford Street
Muskegon Heights, Michigan 49444-2121

Job Description and Qualifications

In compliance with Board Policies; 4120 Employment of Professional Staff, 1400 Job Descriptions and 8320 Personnel Files and Administrative Guideline 4162

Position:	Administrative Assistant
Building:	Edgewood Elementary Academy
Reports To:	Principal and/or Designee
Funding Source:	Section 31a/Title I/General Fund
School Year:	2015-16

Summary:

To provide administrative support to the Principal, Leadership Team and other school staff. To provide excellent maintenance of student, vendor, and correspondence files while complying with all local, state and federal guidelines and procedures.

Primary Tasks:

22. Share a commitment to the success of the mission, goals, and objectives of the academy system.
23. Support and fully participate in a school culture that focuses on student learning.
24. Set high expectations and standards for the front office and support staff.
25. Support the principal by offering organizational and technical assistance that ensures compliance with all corporate, local, state and federal guidelines and procedures.
26. Support a school philosophy that values continuous learning for all students and is tied into other school goals.
27. Support the use of multiple sources of data collection to analyze barriers to student achievement and to access, identify and apply to instructional improvement.
28. Support all efforts to provide opportunities for the community to be involved in student and school success.

Characteristic Duties and Performance Standards: (Essential)

1. Provide continuous support to the principal and all administrative personnel. Keep the principal informed of all necessary information including: customer and staff complaints and incidents; planned and unplanned time off.

2. Answer and direct all incoming calls and coordinate the reception of all visitors to the school building.

3. Collect information, prepare reports and correspondence as required by supervisor.

4. Sort and distribute mail.

5. Copy and distribute materials as required by the supervisor.

6. Adhere to the policies and procedures related to the maintenance of all office records and student files.

7. Track documentation, as required, for student files, parent contact, visitors, incident and accident reporting, employee tardiness and absences.

8. Maintain good parent relations and communication through a positive manner and professional image.

9. Utilize all features of computer programs necessary for completing the school reporting procedures.

10. Work effectively with parents and staff and generate parents' confidence in the school and Principal.

11. Demonstrate genuine concern for the students and the staff by maintaining high personal standards and strong work ethic. Be consistent and reliable in arrival and attendance as an essential function to assure the proper operation of the school.

12. Promote good citizenship through actions as a role model.

13. Accept responsibilities as delegated by the Principal and/or other supervisory authority.

14. Use technology with efficiency for record keeping, administrative tasks, and communications.

15. Share responsibility for professional, cooperative staff relations and for activities important to the operation of the school.

16. Conduct oneself according to professional, ethical principles. Continuously strive to improve office methods, clerical techniques, and interpersonal relationships.

17. Accept responsibility for marketing the Academy in the community.

18. Display personal qualities that reflect favorably upon the individual, the group and the school.

19. Display pride in being a member of the Academy School team and Administrative Staff.

20. Be familiar with and support school administration in the effective implementation of the school's Emergency Response Plan.

21. Adhere to all procedures and policies as outlined in the Employee Manual.

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

Disclaimer:

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Muskegon Heights Public School Academy System
2441 Sanford Street
Muskegon Heights, Michigan 49444-2121

Job Description and Qualifications

In compliance with Board Policies; 4120 Employment of Professional Staff, 1400 Job Descriptions and 8320 Personnel Files and Administrative Guideline 4162

Position:	Parent Liaison
Building:	Edgewood/MLK Elementary Academies and Muskegon Heights Academy
Reports To:	Principal and/or Designee
Funding Source:	Title I
School Year:	2016-17

Summary:

The Parent Liaison will serve as the liaison between home and school for all three academy buildings. This includes communication between parents, school and local agencies to ensure that students receive a first-class learning experience. The will maximize their intellectual, social, emotional, and physical development, including the continuous development of their intellect and problem solving skills.

Qualifications:

12. Must possess a high school diploma or higher.
13. Bachelor's Degree, preferred.
14. Experience in customer service and/or family services, preferred.

Job Performance Responsibilities:

29. Share a commitment to the success of the mission, goals, and objectives of the Academy.
30. Coordinate with community leaders and organizations (e. g. businesses, landlords, shelters, etc.) for the purpose of building resources and expanding program capabilities to assist families of Title I students.
31. Communicate with parents on behalf of the school to ensure an ongoing partnership between the home and school is formed with identified Title I students.
32. Develop programs and activities designed to engage families in improving student achievement with Title I students.
33. Maintain confidentiality of identified Title I students and family information for the purpose of following the legal requirements and professional standards.
34. Coordinate home visits for identified Title I students in order to help parents and caregivers to reinforce the building of academic skills.
35. Develop and implement Schoolwide Positive Behavior Supports at all tiers for Title I.
36. Develop effective communication systems between instructional staff and those staff providing follow-up for office discipline referrals when involving Title I students.

Professional Development

9. Attend college classes, district provided professional development, professional development outside the Academy to keep teacher certification valid.

10. Attend meetings to continuously improve the Academy's School culture, climate and school improvement when specifically applying to Title I Students.

Leadership

94. Organize resources effectively to support Title I learning activities in each building.

95. Work cooperatively with identified Title I parents to generate parents' confidence in the teacher and instructional program.

96. Demonstrate genuine concern for Title I students in a climate characterized by high personal and student expectations.

97. Promote good citizenship through actions as role model. Display personal qualities that reflect favorably upon the individual, the group, and the school.

98. Promote a school culture based on the principles of firm, fair, and consistent practices that respect individual children and development of responsible citizenship.

99. Use technology effectively for record keeping and communications regarding Title I students.

100. Conduct oneself according to professional, ethical principles. Continually strive to improve classroom methods, teaching techniques, and interpersonal relationships. Adhere to all school policies for both students and personnel.

101. Share responsibility for marketing the academy in the community.

102. Display pride in being a member of the academy Leadership Team.

103. Be familiar with and support school administration in the effective implementation of the school's Emergency Response Plan.

104. Adhere to all procedures and policies as outlined in the Employee Manual.

Provide Building Wide Support for a Safe School Environment

- Work cooperatively with the building administrator, instructional staff, building staff, Title I students and parents.
- Assist the staff in creating a physical safe environment.

Documentation for Section 31a, Title I and General Fund

- Maintain logs that accurately identifies time/activity for Title I funding.

Perform all other duties as assigned by the Principal and/or designee.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify, the right of any supervisor to assign, direct or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind.

Muskegon Heights Public School Academy System
2441 Sanford Street
Muskegon Heights, Michigan 49444-2121

Job Description and Qualifications

In compliance with Board Policies; 4120 Employment of Professional Staff, 1400 Job Descriptions and 8320 Personnel Files and Administrative Guideline 4162

Position:	Special Education Instructional Aide
Building:	Edgewood/Dr. MLK and MHA Academies
Reports To:	Principal and/or Designee
Funding Source:	Special Education
School Year:	2016-17

Position Summary:

To provide students with a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

Qualifications:

1. Must possess an Associates' degree or have successfully passed the Workkeys test in order be considered "highly qualified".
2. Must have previous work experience with children.
3. Must have the ability to communicate effectively with children, parents, and staff.

Primary Tasks:

37. Share a commitment to the success of the mission, goals, and objectives of the charter school.
38. Support and fully participate in a school culture that focuses on student learning.
39. Set high expectations and standards for the achievement of students and own personal performance.
40. Support the classroom teacher in offering content and instruction that ensures student achievement of school's academic standards.
41. Support a school philosophy that values continuous learning for adults tied into student learning and other school goals.
42. Support the use of multiple sources of data collection to analyze barriers to student achievement and to access, identify and apply to instructional improvement.
43. Support all efforts to provide opportunities for the community to be involved in student and school success.

Characteristic Duties and Performance Standards: (Essential)

1. Accept responsibility for the achievement of students.

2. Support the classroom teacher in guiding the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.

3. Support the classroom teacher in effective planning and organization for instruction by: having lesson plans available at least one week in advance to assist in case of absence; taking attendance as required; tracking and submitting grades accurately and on time; keeping classroom organized, neat and attractive at all times.

4. Motivate students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback; set high expectations; and demonstrate sensitivity to different learning styles.

5. Use creative instructional methods and procedures and adapt effectively to unusual situations.

6. Use resources effectively to support learning activities in the classroom, the school, and the community.

7. Demonstrate exceptional classroom techniques which include: the art of questioning, clarity of assignments, communication in large and small groups and with individual students, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences.

8. Work cooperatively with parents and generate parents' confidence in the teacher.

9. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.

10. Promote good citizenship through actions as role model.

11. Provide a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.

12. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.

13. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to operation of school.

14. Conduct one-self according to professional, ethical principles. Continually strive to improve classroom methods, teaching techniques, and interpersonal relationships. Adhere to all school policies for both students and personnel.

15. Display personal qualities that reflect favorably upon the individual, the group, and the school.

16. Display pride in being a member of the charter school team by displaying positive behavior and fully participating in the school culture. Attend faculty meetings and participate on committees as requested.

17. Identify and participate in professional development opportunities.

18. Be familiar with and support school administration in the effective implementation of the school's Emergency Response Plan.

19. Adhere to all procedures and policies as outlined in the Employee Manual.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify, the right of any supervisor to assign, direct or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

Muskegon Heights Public School Academy System
2441 Sanford Street
Muskegon Heights, Michigan 49444-2121

Job Description and Qualifications

In compliance with Board Policies; 4120 Employment of Professional Staff, 1400 Job Descriptions and 8320 Personnel Files and Administrative Guideline 4162

Position: Human Resources/Recruiter
Building: Muskegon Public School Academy System-Wide
Reports To: Principal and/or Designee
Funding Source: General Fund
School Year: 2016-17

Summary:

Maintains and enhances the organization's human resources by planning, implementing, and evaluating employee relations and human resources policies, programs, and practices. Ensures legal compliance by monitoring and implementing applicable human resource federal and state requirements; conducting investigations; maintaining records; representing the organization at hearings. Achieves staffing objectives by recruiting and evaluating job candidates; advising managers; managing relocations and intern program.

Qualifications:

1. Masters' degree in School Personnel, Human Services, Administration or equivalent.
2. Demonstrated ability to exercise good judgment in interpreting and implementing school district policies and procedures.
3. Experience and/or training in school personnel and employee relations.
4. Excellent oral and written communication skills.
5. Ability to multi-task with or without supervision and direction.
6. Knowledge of database management systems.
7. Five years or more of experience in school personnel.
8. Evidence of participatory management style.

Performance Responsibilities:

1. Prepare, post and coordinate job postings.
2. Assist in assessing annual staffing needs.
3. Create job descriptions for various employee groups.
4. Coordinate the hiring process, benefits system and assist with payroll functions.
5. Review individual pay rates to ensure that they are consistent with aligned with academy guidelines.
6. Act as management representation to solve employee issues at the lowest level.
7. Assist with layoff and recall of academy staff as necessary.
8. Supervise and maintain individual employees' record procedures such as: W-4 forms, retirement system forms, criminal record checks, FMLA, physical exams, and verification of experience for staff.

9. Remain well versed in HIPPA laws, blood borne pathogens, OSHA and other necessary State and Federal Employment compliance issues.
10. Assist in the preparation of employee training.
11. Coordinate District-wide orientation program.
12. Prepare and facilitate new teacher orientation.
13. Complete state mandated Registry of Education (REP) report, bi-annually.
14. Facilitate the department's District's audit and work closely in the review of state and federal employee compliance issues.
15. Assist in resolving worker's compensation claims and day-to-day worker's compensation issues.
16. Share in human resources departments' budget preparation and management.
17. Attend teacher job fairs across the State of Michigan and when financially feasible nation-wide to recruit staff.
18. Recruit staff using social media including but not limited to Facebook, Twitter, Handshake, professional websites.
19. Establish recruiting requirements by studying organization plans and objectives; meeting with managers to discuss needs.
20. Build applicant sources by researching and contacting community services, colleges, employment agencies, recruiters, media, and internet sites; providing organization information, opportunities, and benefits; making presentations; maintaining rapport.
21. Perform recordkeeping responsibilities, as necessary.
22. Perform other duties as assigned by Superintendent.

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Muskegon Heights Public School Academy System
2441 Sanford Street
Muskegon Heights, Michigan 49444-2121

Job Description and Qualifications

In compliance with Board Policies; 4120 Employment of Professional Staff, 1400 Job Descriptions and 8320 Personnel Files and Administrative Guideline 4162

Position:	Lead Custodian
Building:	Muskegon Heights Public School Academy System
Reports To:	Director of Operations and/or Designee
Funding Source:	General Fund
School Year:	2016-17

Position Summary: To operate within the mission of Muskegon Heights Public School Academy System and provide a point of contact for the Director of Operations, building custodians, and maintenance vendors. This position requires the ability to lead and assist with all custodial/maintenance operations on a daily basis.

Qualifications:

1. A high school diploma/GED is required.
2. Three to five years custodial/maintenance experience.
3. This position requires skills in dealing with other custodial and building colleagues in a professional manner

Primary Tasks:

44. Share a commitment to the success of the mission, goals, and objectives of the school.
45. Support and fully participate in a school culture that focuses on student learning.
46. Set high expectations and standards for the achievement of custodial staff and one's own personal performance.
47. Offer resources, professional expertise and coaching that supports custodial staff's achievement of school's operational standards.
48. Use multiple sources of data collection to analyze barriers to operations and to access, identify and apply to the improvement of the academy's building sites.

Characteristic Duties and Performance Standards: (Essential):

Lead Custodian

1. Establish a daily routine to open and close academy buildings.
2. Maintain and perform the daily mail operations at each building, including daily pick up and distribution of letters, packages, payroll, etc.
3. Assist in assessing damages to pipes, electrical, heating and all necessary mechanical functions of each building.
4. Work directly with Director of Operations to contact all necessary contractors for building repairs.
5. Collect all work orders from each building.
6. Collaborate and input all work orders with the Director of Operations.
7. Collaborate and order all academy custodial supplies with the Director of Operations on a bi-weekly basis.
8. Provide substitute custodial services as necessary.
9. Submits a monthly report to the Regional Vice President/Superintendent which details all work orders, supplies ordered, condition of each building and statue on necessary repairs.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify, the right of any supervisor to assign, direct or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

Muskegon Heights Public School Academy System
2441 Sanford Street
Muskegon Heights, Michigan 49444-2121

Job Description and Qualifications

In compliance with Board Policies; 4120 Employment of Professional Staff, 1400 Job Descriptions and 8320 Personnel Files and Administrative Guideline 4162

Position:	Custodian
Building:	Muskegon Heights Public School Academy System
Reports To:	Director of Operations and/or Designee
Funding Source:	General Fund
School Year:	2016-17

Position Summary: To operate within the mission of Muskegon Heights Public School Academy System and provide a point of contact for the Director of Operations, building custodians, and maintenance vendors. This position requires the ability to lead and assist with all custodial/maintenance operations on a daily basis.

Qualifications:

4. A high school diploma/GED is required.
5. Three to five years custodial/maintenance experience.

Primary Tasks:

49. Share a commitment to the success of the mission, goals, and objectives of the school.
50. Support and fully participate in a school culture that focuses on student learning.
51. Set high expectations and standards for the achievement of custodial staff and one's own personal performance.
52. Offer resources, professional expertise and coaching that supports custodial staff's achievement of school's operational standards.
53. Use multiple sources of data collection to analyze barriers to operations and to access, identify and apply to the improvement of the academy's building sites.

Characteristic Duties and Performance Standards: (Essential):

1. Put garbage receptacles out for breakfast.
2. Clean offices, empty trash, vacuum, and wipe off surfaces.
3. Clean entry way windows.
4. Wash tables and take out garbage after breakfast.
5. Dust mop hallway floors.
6. Sweep down and mop stairways.
7. Check a clean restrooms and re-stock supplies.

8. Monitor cafeteria during lunch and keep garbage emptied, tables clean.

9. Use floor cleaning machine on floors.

10. Clean Windows and door glass throughout the building.

11. Label all spray bottles and identify what solution is in the bottle.

12. Keep all custodial closets clear debris, including empty boxes, receptacles, etc.

Monthly or as needed:

1. Clean windows in administration office inside and outside

2. Clean outside bathroom as needed

3. Clean press box as needed

Seasonal:

Shovel snow off all entry way including all stairs leading up to the door

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Muskegon Heights Public School Academy System
2441 Sanford Street
Muskegon Heights, Michigan 49444-2121

Job Description and Qualifications

In compliance with Board Policies; 4120 Employment of Professional Staff, 1400 Job Descriptions and 8320 Personnel Files and Administrative Guideline 4162

Position:	At-Risk Security Officer
Building:	Muskegon Heights Academy
Reports To:	Principal and/or Designee
Funding Source:	Section 31a/Title I/General Fund
School Year:	2016-17

Position Summary:
To provide students with a safe and secure learning experience that maximizes their intellectual, social, emotional, and physical development, including the development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

Qualifications:

5. Must possess a minimum of a high school diploma; Associates degree preferred.
6. Prior experience working as school security is preferred.
7. Must demonstrate the ability to communicate with students, parents, staff and the public, effectively.
8. Ability to demonstrate aptitude and competence in the assigned position is required.

Performance Responsibilities:

1. Patrol District's assigned building and grounds to ensure safety of students and staff in the prevention of fire, theft, vandalism, and illegal entry.

2. Conduct routine inspections of doors, windows, and gates to determine that they are secure.

3. Question and direct visitors in the building to main office. Assist unauthorized visitors off the school property.

4. Patrol school grounds for unauthorized persons and/or vehicles.

5. Make written reports of security violations and provide a daily report to the principal.

6. Monitor hallways and bathrooms routinely throughout the day and check students for passes.

7. Check students' school identification badges and planners at the beginning of each day.

8. Write referrals on students who violate school policies such as: fighting, gambling, using profane language, skipping classes, etc.

9. Make phone calls to parents of students who are suspended/expelled because of disciplinary issues in and around the school, prior to their departure from the school.

10. Perform all other duties as assigned by the Principal and/or designee.

Disclaimer:
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4851-8525-1387.2

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

Building Description

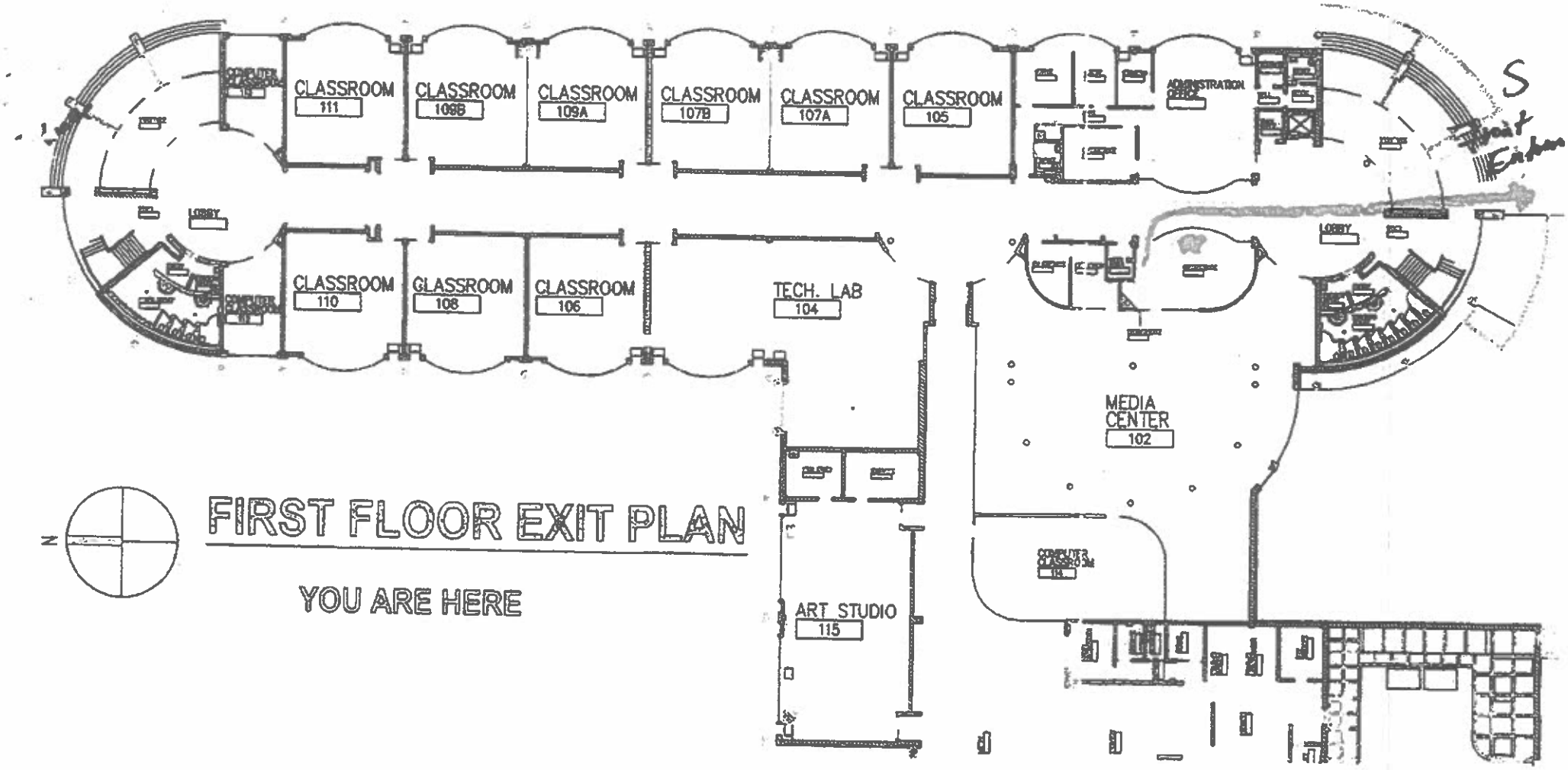
MHA High & Middle School
The Muskegon Heights High School building, which is part of the Muskegon Heights Public School Academy System, is a modern educational facility with several notable features.

- **Location**: It's situated on a **12.5-acre urban site**.
- **Design**: The building's main entrance is marked by a **circular clerestory**, intended to emphasize the entrance and bring in natural light.
- **Facilities**: The school houses an **800-seat auditorium**, a **2,000-seat competition gym**, a weight/fitness area, a **broadcasting room**, a **green room**, and a **six-lane natatorium** .
- **Community Use**: Both the athletic and performing arts spaces are designed for scholars use during school hours and for community use after hours.
- **Architectural Highlight**: Additional clerestory windows at the academic wing and the media center, as well as the translucent panels at the classrooms, are designed to softly glow at night, symbolizing the lantern of knowledge.
- **Commons Area**: This area serves as an informal gathering place for the scholars body and also functions as the dining area.

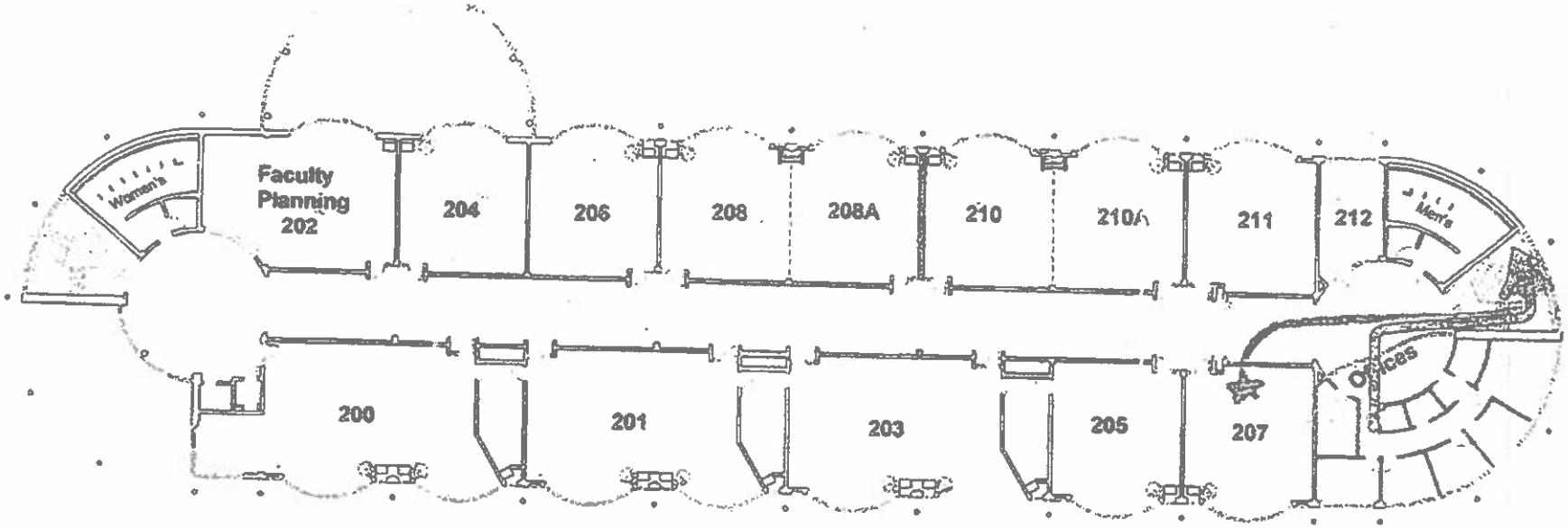
The building not only serves the educational needs of the scholars but also acts as a community center, reflecting the school's role as a beacon of learning and community engagement in Muskegon Heights.

Martin Luther King Jr.
Martin Luther King Jr. Academy, located in Muskegon Heights, MI, is part of the Muskegon Heights Public School Academy System and plays host to the 2nd - 6th grade scholars. This spacious 2-story building has 2 gymnasiums, a separate dining facility and a spacious common area while situated on almost 3 acres.

Edgewood Elementary School
Edgewood Elementary Academy in Muskegon Heights is part of the Muskegon Heights Public School Academy System. It provides a classical school quality education in a public setting. Nestled on almost an acre, Edgewood Elementary School is easily accessible to all populations with 1 level facility, jack and jill bathrooms offered in all classrooms on the left wing of the building, and two enclosed playgrounds. It educates scholars in kindergarten and first grade, offering a full-day kindergarten and services to Early Childhood Special Education scholars as well as home to Muskegon/Oceana Head Start program which enables the Muskegon Heights Public School Academy System to provide the best educational experience to all scholars.


CLASSROOM 111
CLASSROOM 109B
CLASSROOM 109A
CLASSROOM 107B
CLASSROOM 107A
CLASSROOM 105
ADMINISTRATION OFFICE
S
Front Entrance
LOBBY
CLASSROOM 110
CLASSROOM 108
CLASSROOM 106
TECH. LAB 104
LOBBY
MEDIA CENTER 102
ART STUDIO 115
N
FIRST FLOOR EXIT PLAN
YOU ARE HERE

Muskegon Heights High School
Second Floor Education Wing
Offices Evacuation Path

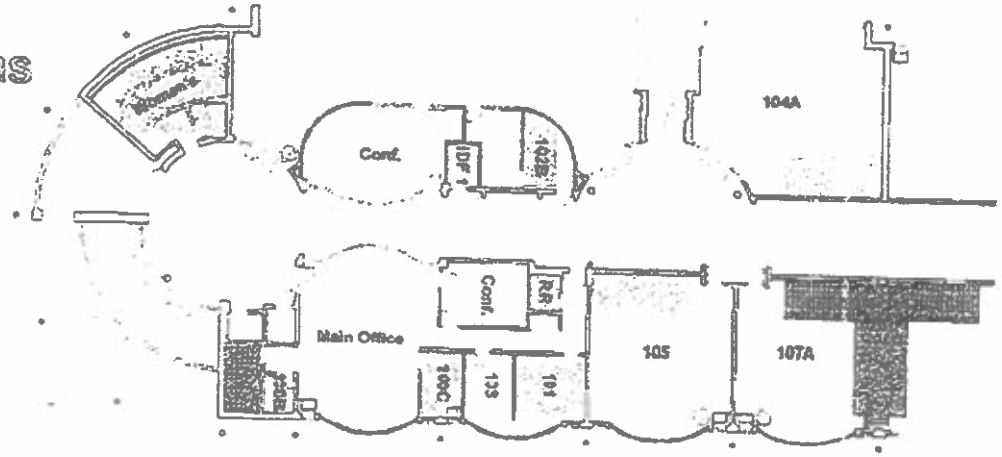


Fire Escape – Follow Red Line Path to First Floor Exits

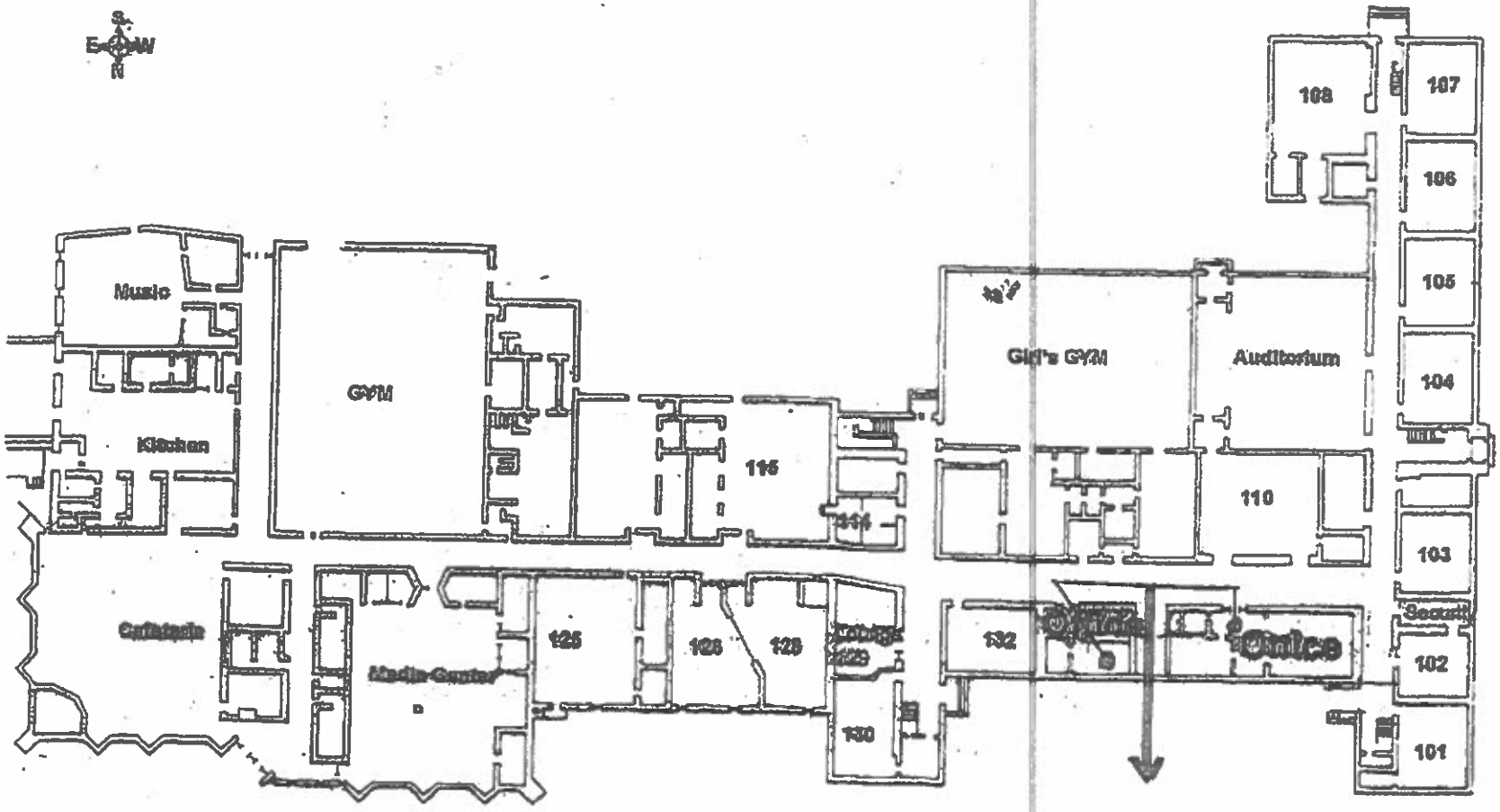
Tornado Shelter Areas on First Floor

= Primary Areas

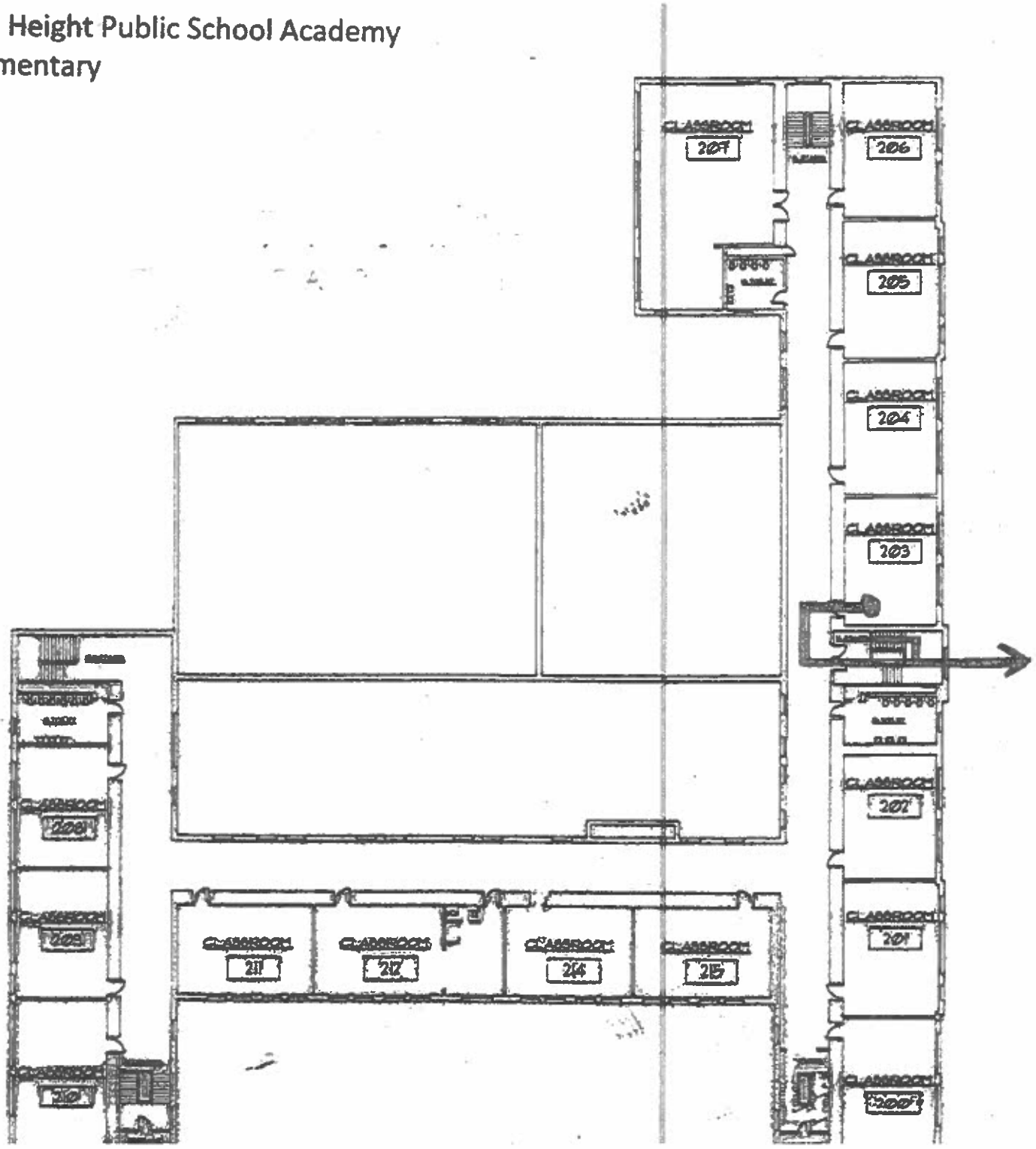
= Secondary Areas



Muskegon Height Public School Academy
M.L.K. Elementary
1st Floor

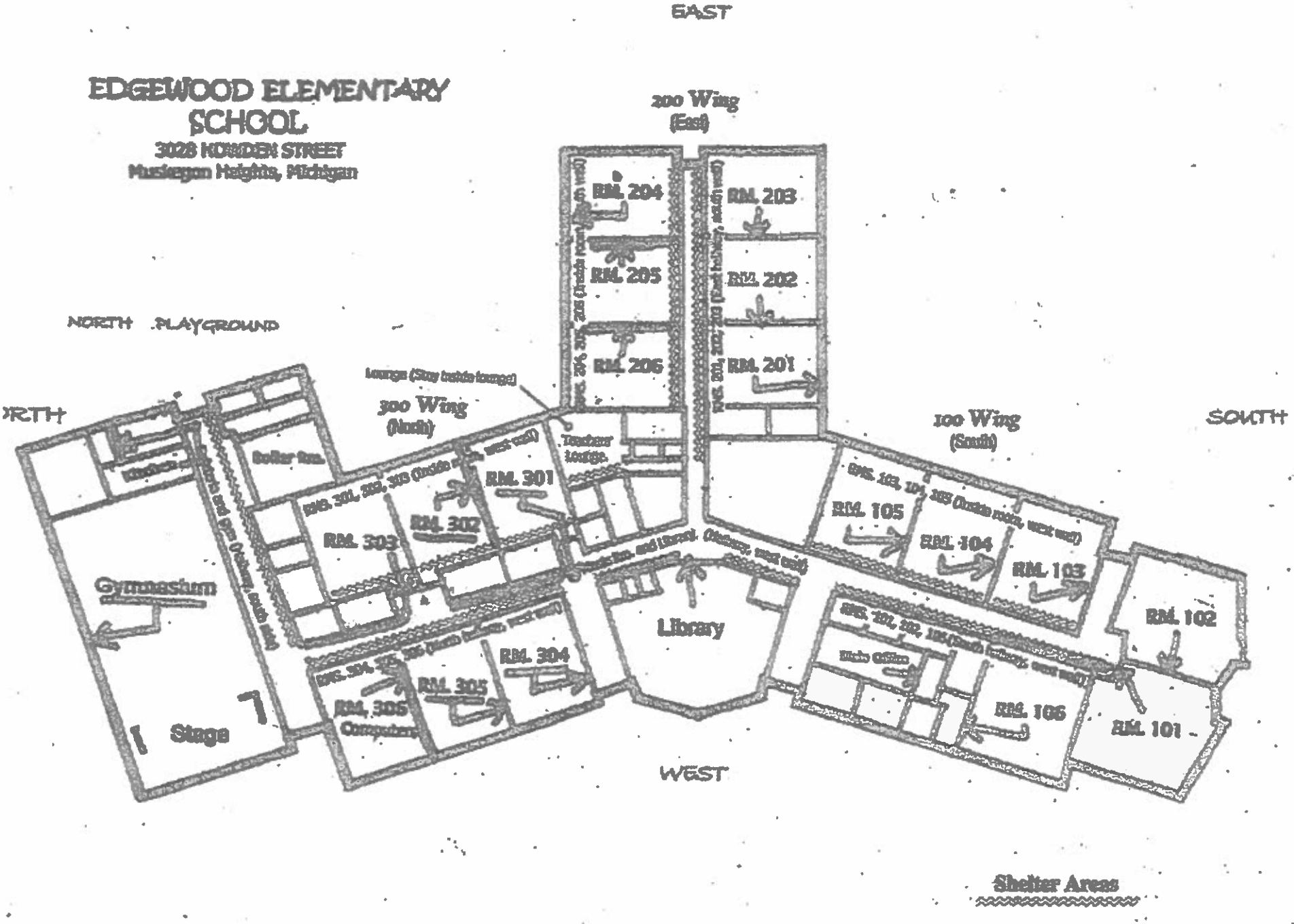


Muskegon Height Public School Academy
M.L.K. Elementary
2nd Floor



EDGEWOOD ELEMENTARY SCHOOL

3028 HORNDEN STREET
Muskegon Heights, Michigan



SECOND AMENDED AND RESTATED

LEASE AGREEMENT

This Second Amended and Restated Lease Agreement is between the SCHOOL DISTRICT OF THE CITY OF MUSKEGON HEIGHTS, the Landlord, and MUSKEGON HEIGHTS PUBLIC SCHOOL ACADEMY SYSTEM, the Tenant.

1. **Premises; Personal Property.**

1.1 Landlord at this moment leases to Tenant the Premises (as from now on defined) commonly known as:

(i) Edgewood Elementary, 3028 Howden Street (except for certain pre-assigned rooms occupied for Head Start and Great Start Readiness Program agreeable between the parties);

(ii) Dr. Martin Luther King Jr. Elementary, 55 East Sherman Street; and

(iii) Muskegon Heights Middle/High School, 2441 Sanford Street.

All are located in Muskegon Heights, Michigan. The term **"Premises"** shall mean, on a collective basis: (a) the parcel of real estate described in **Exhibit** A, attached hereto (the **"Land"**), together with all rights, easements, and interests appurtenant to it; (b) all improvements located on the Land, including, but not limited to, the buildings mentioned above (the **"Buildings"**) and all other structures, systems, and improvements owned by Landlord and associated with, and utilized by the Landlord in the ownership and operation of the Buildings, including without limitation, the parking lots, driveways, sidewalks, and landscaped areas.

The landlord also agrees to occasionally make space available to the Tenant at the Muskegon Heights Administration Building, 2603 Leahy Street. The Landlord and Tenant will agree to the Terms of such use.

1.2 As additional consideration for Tenant's agreements hereunder, Landlord, as a result of this, authorizes Tenant to use the materials, furniture, and equipment listed in attached **Exhibit B** (collectively, the **"Office Furniture and Equipment"**) during the Term solely for the Academy's operation of a public school. Tenant shall have sixty (60) days from July 1, 2024 (the "Effective Date") to notify Landlord of the Office Furniture and Equipment Tenant intends to use. Tenant's use of the Office Furniture and Equipment shall comply with any grant or other restrictions (if any) placed on Landlord's use under applicable law. The landlord agrees to assist the Tenant as necessary to facilitate the Tenant's Office Furniture and Equipment use. Any Office Furniture and Equipment not identified for use by the Tenant may be used by, stored, or disposed of by the Landlord by applicable law.

2. **Term; Options to Extend; Termination.**

The term of this Lease **(**the "Term") begins on July 1, 2024 (the "Commencement Date") and shall coincide with the term of the Charter Contract issued by the Landlord to the Tenant ("Contract").

3. **Condition of the Premises; Tenant's Work.**

3.1 Tenant agrees that Tenant is familiar with the condition of the Premises, and Tenant accepts the preceding on an "AS-IS," "WHERE-IS" basis. Tenant acknowledges that neither Landlord nor any representative of Landlord has made any representation of the Premises' condition or the Premises' suitability for the Permitted Use (as defined in Section 6.1 below). Tenant represents and warrants that Tenant has made its inspection of the Premises. Landlord shall not be obligated to make any repairs, replacements, or improvements (whether structural or otherwise) to the Premises in connection with or considering this Lease.

3.2 Promptly following the Commencement Date, Tenant, at its sole cost and expense, shall improve, furnish, and equip the Premises with furniture, fixtures, equipment and inventory, and other systems necessary to utilize the Premises for the Permitted Use (**"Tenant's Work"**). All such improvement, furnishing, and equipment shall be done in a workmanlike manner. Tenant shall obtain all necessary governmental approvals and permits for the Tenant's Work. All improvements of any type or nature supplied or paid for by the Tenant shall be the sole property of the Tenant, removable by the Tenant upon the expiration or termination of the Term, provided that the Tenant shall not remove any such improvements if the removal of same would result in permanent disfiguration to the Premises.

3.3 If the Tenant's Work includes building structural improvements, the Tenant shall obtain the Landlord's prior written approval. The landlord's approval shall not be unreasonably withheld, conditioned, or delayed. As used herein, structural improvements shall mean those improvements to the structural and exterior portions of the Buildings, including any load-bearing walls and building facade (including Tenant's building signage).

3.4 All contractors and subcontractors engaged in the performance of Tenant's Work shall procure, maintain, and, before the commencement of the work, deliver to Landlord certificates evidencing insurance coverage and limits reasonably acceptable to Landlord when considering the scope of work to be performed and consistent with applicable law concerning school construction. Each insurance policy shall provide that the insurer shall endeavor to provide at least ten (10) days prior written notice to the Landlord of any material change, cancellation, or non-renewal and shall contain a clause setting forth that such policy shall be primary concerning any policies maintained by Landlord or the other additional insureds and that any coverage carried by Landlord shall be excess insurance. Evidence of insurance coverage and limits required by the Landlord shall not limit the Tenant's liabilities and responsibilities under this Lease. Any deductibles applicable to the required coverage shall be borne solely by the Tenant.

4. **Base Rent; Net Lease.**

4.1 Beginning on the Commencement Date and each year after that, Tenant shall pay the Landlord a base rent ("Base Rent") equal to Four Dollars ($4.00).

4.2 This is a net lease to the Landlord. It is the intent of the parties hereto that the Base Rent payable under this Lease shall be a net return to the Landlord and that the Tenant shall pay all costs and expenses relating to the ownership and operation of the Premises and the business carried on therein (from now on **"Additional Rent"**). Any amount or obligation about the Premises that is not expressly declared (under this Lease) to be that of Landlord shall be deemed an obligation of Tenant to be performed at Tenant's expense. Base Rent and Additional Rent are sometimes collectively called **"Rent."**

5. **Taxes, Assessments, and Utilities.**

5.1 Before this lease, the landlord utilized the premises to provide public educational services (for **"Public Educational Use"**). The landlord represents and warrants that as a result of the Public Educational Use, the Premises are currently exempt from all ad valorem real and personal Premises taxes, all governmental assessments, general or particular (for example, but without limitation, assessments levied under special taxing districts) and municipal service charges (for example, but without limitation, water and sewer service and commodity charges), including government-imposed collection fees levied by a governmental authority instead of any of the preceding (from now on collectively referred to as **"Taxes"**). During the Term, the Tenant will also utilize the Premises for Public Educational Use. As a result, it is the shared expectation and desire of the Landlord and Tenant that the Premises continue to be exempt from all Taxes. Suppose the lease of the Premises by the Landlord and use thereof by the Tenant as contemplated by this Lease cause all or any part of the Premises to be subject to Taxes. In that case, the Landlord and Tenant shall cooperate in good faith with one another as necessary to contest the assessment of Taxes against the Premises, including, without limitation, joining in any proceeding which is required to initiate such contest.

5.2 Tenant shall pay as Additional Rent all charges against the Premises for gas, heat, electricity, water, sewer, and all other utilities as and when due during the Term.

6. **Use.**

6.1 The Premises are to be used for the operation of a public school (the **"Permitted Use"**) and no other purpose without the Landlord's prior written consent.

6.2 Tenant shall, at its sole expense (regardless of the cost thereof), comply with all local, state, and federal laws, rules, regulations, and requirements now or hereafter in force and all judicial and administrative decisions in connection with the enforcement thereof (collectively, **"Laws"**), whether such Laws (a) pertain to either or both of the Premises and Tenant's use and occupancy thereof; (b) concern or address matters of an environmental nature; (c) require the making of any structural, unforeseen or extraordinary changes; and (d) involve a change of policy on the part of the body enacting the same, including, in all instances described in (a) through (d), but not limited to, the Americans With Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.). If any license or permit is required for the conduct of Tenant's business in the Premises, Tenant, at its expense, shall procure such license before the Commencement Date and maintain such license or permit in good standing throughout the Term. Tenant shall give prompt notice to Landlord of any written notice it receives of the alleged violation of any Law or requirement of any governmental or administrative authority concerning either or both of the Premises and the use or occupation thereof.

7. **Maintenance and Repairs.**

Tenant acknowledges that, with full awareness of its obligations under this Lease, Tenant has accepted the condition, state of repair, and appearance of the Premises. Tenant agrees that, at its sole expense, it shall put, keep, and maintain the Premises, including any Alterations (as defined in Section 8 below) and any altered, rebuilt, additional, or substituted buildings, structures, and other improvements to it or thereon, in a good and safe condition, repair and appearance (collectively, the "Required Condition") and shall make all repairs and replacements necessary therefor. Without limiting the preceding, Tenant shall promptly make all structural and nonstructural, foreseen and unforeseen, ordinary and extraordinary changes, replacements and repairs of every kind and nature, and correct any patent or latent defects in the Premises, which may be required to put, keep and maintain the Premises in the Required Condition. The tenant will keep the premises orderly, accessible, and transparent of rubbish. Landlord shall not be

required to maintain, repair, or rebuild, or to make any alterations, replacements, or renewals of any nature to the Premises, or any part thereof, whether ordinary or extraordinary, structural or nonstructural, foreseen or not foreseen, or to maintain the Premises or any part thereof in any way or to correct any patent or latent defect therein. Tenant at this moment expressly waives any right to make repairs at the expense of Landlord, which may be provided for by any law in effect at the Commencement Date or that may after that be enacted. As part of any maintenance and repairs required on the Premises, the Landlord may assist the Tenant with identifying and selecting contractors. However, any contractors chosen for work on the Premises shall be supervised by the Tenant or its authorized representatives, not the Landlord. Notwithstanding the Landlord's assistance with any construction contracting process, all work performed and the costs associated with maintaining and repairing the Premises under this Lease shall be the sole responsibility of the Tenant.

8. **Alterations and Additions.**

The tenant may, from time to time, at its expense, make alterations or improvements in and to the Premises (from now on collectively referred to as "Alterations"), provided that the Tenant first obtains the written consent of the Landlord, which shall not be unreasonably withheld. Before proceeding with any Alterations, Tenant shall (a), at Tenant's expense, obtain all necessary governmental permits and certificates for the commencement and prosecution of Alterations and (b) cause those contractors, material, and suppliers engaged to perform the Alterations to deliver to Landlord certificates of insurance (in a form reasonably acceptable to Landlord) evidencing policies of commercial general liability insurance (providing the same coverages as required in Section 3.4 above) and workers' compensation insurance. Tenant shall cause the Alterations to be performed in compliance with all applicable permits, Laws, and requirements of public authorities. If Landlord provides its consent, then at the time Landlord so consents, Landlord shall also advise Tenant whether or not Landlord shall require that Tenant remove such Alterations at the expiration or termination of this Lease. If the Landlord requires the Tenant to remove the Alterations, then upon expiry or termination of this Lease, such Alterations shall be removed, and the Tenant shall immediately make all necessary repairs to the Premises to return the Premises to the same condition that existed on the Commencement Date (reasonable wear and tear excepted).

9. **Entry by Landlord.**

The landlord and its agents shall have the right to inspect the premises at all reasonable times and upon reasonable prior notice.

10. **Construction Liens.**

Tenant shall pay or cause to be paid all costs for work done by Tenant or caused to be done by Tenant on the Premises of a character which will or may result in liens on Landlord's interest therein. Tenant will keep the Premises free and clear of all construction liens and other liens on account of work done for Tenant or persons claiming under it.

11. **Insurance; Release; Waiver of Subrogation.**

Tenant, at its sole cost and expense, will obtain and maintain at all times during the Term, the insurance policies described in this Section 11:

11.1 (a) Worker's Compensation with statutory limits and Employer's Liability with a One Million Dollar ($1,000,000) per accident limit for bodily injury or disease; (b) Commercial General Liability insurance, including personal injury and property damage, with contractual liability endorsement, in the amount of One Million Dollars ($1,000,000) for property damage and One Million Dollars ($1,000,000) per occurrence for personal injuries or deaths of persons occurring in or about the Premises; (c) Automobile Liability covering all owned, non-owned and hired vehicles with a limit of One Million Dollars ($1,000,000) per accident for bodily injury and property damage; and (d) Property insurance against all risks of loss covering the total replacement cost (with no coinsurance penalty provision) of all of Tenant's personal property contained within the Premises.

11.2 Insurance covering the Premises (including any alterations or improvements installed by Tenant) in an amount not less than one hundred percent (100%) of the "replacement cost" thereof insuring against the perils of Fire, Lightning, Extended Coverage Vandalism and Malicious Mischief Liability. The landlord shall be identified as the named insured under this insurance policy. In the event of a loss under this policy, the insurance proceeds will be payable to the Landlord; after that, such proceeds will be used to repair or rebuild the Buildings and other improvements that have been damaged or destroyed.

11.3 All policies shall (i) name Landlord and such other persons or entities as Landlord may from time to time designate as additional insureds (except for the Worker's Compensation policy, which instead shall include waiver of subrogation endorsement in favor of Landlord), (ii) be issued by an insurance company which is licensed to do business in the State of Michigan, rated A: VII or better by Best's Key Rating Guide, and (iii) provide that said insurance shall not be canceled unless then (10) days prior written notice shall have been given to Landlord. Said policies shall provide primary coverage to the Landlord; when any policy issued to the Landlord is similar or duplicate in coverage, the Landlord's policy shall be excess over the Tenant's policies.

11.4 Each party, as a result of this, releases the other party concerning any claim (including a negligence claim) which it might otherwise have against the other party for loss, damage, or destruction concerning its property (including the Premises) occurring during the Term to the extent to which it is insured under a policy or policies containing a waiver of subrogation or permission to release liability or naming the other party as an additional insured as provided above.

12. **Damage or Condemnation.**

It is understood and agreed that if the Premises is damaged or destroyed in whole or in part by fire or other casualty, or is taken by condemnation during the Term, provided there are sufficient insurance proceeds as determined in Landlord's reasonable discretion, the Landlord will repair and restore the same to a good and tenantable condition with reasonable dispatch. The Rent shall abate until the same shall be restored to a tenantable condition. In case the Premises shall be destroyed (or taken): (a) to the extent of more than 25% of the value thereof, (b) during the last six (6) months of the Term; (c) the restoration will take more than 90 days to complete; or (d) the insurance proceeds or condemnation award are not made available to Landlord, either Tenant or Landlord may at its option terminate the Lease upon written notice to the other.

13. **Assignment and Subletting.**

Tenant shall assign this Lease or sublease the Premises with prior consent from the Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.

14. **Default by Tenant.**

14.1 Tenant shall be deemed in default (i) in the event Tenant fails to pay the Rent within ten (10) days after the date such is due, (ii) in the performance of any of the terms and provisions of this Lease, other than the payment of Rent or other charges due hereunder, if it has failed to cure the breach for nonperformance within thirty (30) days after written notice from Landlord; provided, however, if Tenant is diligently pursuing a cure, but the default cannot be cured within thirty (30) days, Tenant shall have such additional time needed to cure the default as is commercially reasonable, or (iii) in the event any proceedings under any bankruptcy law or insolvency act of for the dissolution of Tenant shall be instituted against, or by, Tenant; provided, however, if such proceeding is involuntary, Tenant shall have sixty (60) days to cure. In the event the Tenant is in default hereunder beyond any applicable notice and/or cure period, then, as its sole and exclusive remedy hereunder, the Landlord, its specific attorney, representatives, and assigns, upon ten (10) days written notice to Tenant, may terminate this Lease and lawfully re-enter into and repossess the Premises and remove Tenant and any other persons occupying the Premises

14.2 If Tenant fails to pay any sum of money, other than Rent, required to be paid hereunder or fails to perform any act on its part to be performed hereunder, including without limitation the performance of all covenants of the condition and repair of the Premises, above. Such failure shall continue for thirty (30) days (or a reasonable period of less than thirty (30) days when life, person, or property is in jeopardy) after notice thereof by the Landlord. Landlord may but shall not be required to, and without waiving or releasing Tenant from any of Tenant's obligations, make any such payment or perform any such other act. All sums so paid by Landlord and all necessary incidental costs, including without limitation the cost of repair, maintenance, or restoration of the Premises if so performed by Landlord hereunder, shall be deemed Additional Rent and, together with interest thereon at the rate outlined in Section 4, from the date of payment by Landlord until the date of repayment by Tenant to Landlord, shall be payable to Landlord within five (5) days after receipt of invoice by Tenant. On default in such payment, the Landlord shall have the same remedies as on default in payment of Rent. The rights and remedies granted to Landlord under this Section shall be in addition to, and not instead of all other remedies, if any, available to Landlord under this Lease or otherwise, and nothing herein contained shall be construed to limit such other remedies of Landlord concerning any matters covered herein.

14.3 All rights, remedies, and benefits this Lease provides are cumulative. They are not exclusive of any other rights, remedies, and benefits or any other rights, remedies, and benefits allowed by law. One or more waivers of any covenant or condition by the Landlord will not be construed as a waiver of a further or subsequent breach of the same covenant or condition. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's permission or approval will not be deemed to waive or render unnecessary Landlord's permission or approval to or of any subsequent similar act by Tenant.

15. **Surrender.**

Upon the expiration or earlier termination of this Lease, Tenant shall promptly quit and surrender to Landlord the Premises broom clean, in good order and condition, ordinary wear and tear, maintenance and repairs to be performed by Landlord and damage from casualty events excepted, and Tenant shall remove all of its movable furniture and other effects and such alterations, additions, and improvements to the extent required by Sections 3 and 8 of this Lease.

16. **Holding Over.**

Should Tenant hold over after the termination of this Lease, Tenant shall become a Tenant from month to month only upon each and all of the terms herein provided, and any such holding over shall not constitute an extension of this Lease. Tenant shall not be liable to Landlord for consequential damages due to such a holdover.

17. **Signage.**

The tenant shall have the right to install signs identifying the premises within and outside as long as such signs comply with the applicable Laws.

18. **Environmental.**

Tenant shall not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, or process hazardous substances as defined in Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §9601(14), hazardous wastes as defined in Section 1004(5) of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6903(5) and implementing regulations, hazardous wastes as defined in the Michigan Hazardous Waste Management Act, as amended, MCL §299.501 et. seq., gasoline, petroleum, petroleum products and any substances defined as hazardous or toxic substances in any Environmental Laws, or extremely hazardous substances as defined in the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11001 et. seq. (from now on collectively referred to as **"Hazardous Substances"**), except for Permitted Hazardous Substances. The term **"Permitted Hazardous Substances"** shall mean and be limited to those Hazardous Substances necessary for the cleaning and maintenance of the Premises, which satisfy the following requirements: (i) the Hazardous Substances are necessary for the operation of Tenant's business from the Premises, and (ii) the Hazardous Substances are used, handled, stored, maintained and transported in full compliance with all Environmental Laws. Environmental Laws mean any applicable federal, state, county or local statutes, laws, regulations, rules, directives, ordinances, operating memoranda, or codes relating to environmental matters, including by way of illustration and not by way of limitation, the Clean Air Act, the Federal Water Pollution Control Act of 1972, the Resource, Conservation and Recovery Act of 1976, the Comprehensive Environmental, Response, Compensation and Liability Act of 1980, the Superfund Amendment and Reauthorization Act of 1986, the Federal Hazardous Materials Transportation Act, the Toxic Substance Control Act, the State of Michigan Hazardous Waste Management Act, the State of Michigan Natural Resources and Environmental Protection Act, the State of Michigan Water Pollution Control Act, the State of Michigan Solid Waste Disposal Act, and any amendments or extensions thereof, any replacement laws, statutes and ordinances and any rules, regulations, standards or guidelines issued pursuant to any of the aforesaid and all other applicable environmental standards or requirements. Notwithstanding anything to the contrary in this Lease, the Tenant shall have no liability or obligation for the cost of investigating, cleaning up, removing, remediating, resolving, or otherwise dealing with any Hazardous Substances located in, on, or under the Premises before the date that Tenant first occupies the Premises.

19. **Limited Transaction.**

The landlord and tenant acknowledge that this transaction only concerns the lease of the premises. Landlord and Tenant do not intend for Tenant to be deemed a successor of Landlord about any liabilities of Landlord to any third party. Tenant shall neither assume nor be liable for any debts, liabilities, taxes, or obligations of, or claims against, Landlord, or any other person or entity, of any kind or nature, whether existing now or at any time after that. All such debts, liabilities, taxes, obligations, and

claims shall be solely those of the Landlord. Landlord currently represents, warrants, covenants, and agrees to hold harmless Tenant from any liability (including reasonable attorneys' fees) concerning it. The debts, liabilities, taxes, obligations, and claims for which Landlord alone is liable shall include, without limitation, (a) all payments and benefits to past and/or present employees of Landlord in connection with the business being conducted on or from the Premises as may have accrued through the Commencement Date (including salaries, wages, commissions, bonuses, vacation pay, health and welfare contributions, pensions, profit sharing, severance or termination pay, or any other form of compensation or fringe benefit) and (b) obligations of Landlord concerning any Hazardous Substances located on, under, over or in the Premises.

20. **Memorandum of Lease.**

At either party's election, the Landlord and Tenant shall execute a memorandum of this Lease to be recorded in the Muskegon County records.

21. **Notices.**

Except as explicitly provided otherwise in this Lease, any notices or demands required under this Lease shall be in writing addressed to the party at the address set forth below or such changed address provided in writing by such party and served as follows: (a) by personal service with service being effective upon delivery, or (b) by certified mail, return receipt requested, with service being effective two (2) days after mailing, or (c) by telecopy, facsimile or other forms of telecommunication, with service being effective upon the date of transmission with reasonable evidence that the transmission was sent, or (d) by recognized overnight courier service, with service being effective one (1) day after delivery to such courier service.

If to Tenant: Board Secretary
Muskegon Heights Public School Academy System
2441 Sanford St.
Muskegon Heights, MI 49444

If to Landlord: Board Secretary
School District of the City of Muskegon Heights
2603 Leahy Street
Muskegon Heights, MI 49444

22. **Miscellaneous.**

22.1 If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby.

22.2 Except as herein expressly set forth, all terms, conditions, and covenants to be observed and performed by the parties hereto shall apply to and be binding upon their respective heirs, administrators, executors, and assigns. The terms, conditions, and covenants hereof shall also be considered covenants running with the land.

22.3 Time is of the essence hereof.

22.4 This Lease shall be governed by and construed by the laws of the State of Michigan without regard to its principles of conflicts of laws.

22.5 This Lease, together with the Exhibits attached hereto, contains the parties' entire agreement concerning the use and occupancy of the Premises and may not be amended or modified in any manner except by an instrument in writing signed by both parties.

22.6 Employer Functions. The Tenant shall function as the public employer of any personnel or staff of the Tenant needed for the exercise of functions or responsibilities of the Tenant under this Lease. Collective bargaining agreements, if any, with any Tenant employees shall be the Tenant's responsibility. The Landlord shall function as the public employer of any personnel or staff of the Landlord needed to exercise the Landlord's function or duties under this Lease. Collective bargaining agreements, if any, with any Landlord employees shall remain the Landlord's responsibility. The Tenant has the responsibility, authority, and right to manage and direct the functions, responsibilities, or services performed or exercised by the Tenant or any employees or agents of the Tenant. The Landlord has the responsibility, authority, and right to manage and direct the functions, responsibilities, or services performed or exercised by the Landlord or any employees or agents of the Landlord.

Section 22.7. Employment Relationships. Nothing in this Lease creates an employment relationship between the Tenant and any employees of the Landlord, establishes an employment relationship between the Landlord and any Tenant employees, or makes a joint employer relationship between the Tenant and the Landlord.

Section 22.8. Non-Liability. The Landlord and none of the Landlord's respective board members, officers, agents, and employees shall be liable to the Tenant for any loss, injury, or damage to the Tenant or any other person or to its or their property, irrespective of the cause of such injury, damage or loss. Further, the Landlord, the Landlord's Emergency Manager, and none of the Landlord's respective board members, officers, agents, and employees shall be liable to Tenant (a) for any damage caused by other persons in, upon, or about the Premises, or caused by operations in the construction of any public or quasi-public work; (b) concerning matters for which Landlord is liable, for consequential or indirect damages purportedly arising out of any loss of use of the Premises or any equipment or facilities therein by Tenant or any person claiming through or under Tenant; (c) for any defect in the Premises; (d) for injury or damage to person or property caused by fire, or theft, or resulting from the operation of the heating or air conditioning or lighting apparatus, or from falling plaster, or steam, gas, electricity, water, rain, snow, ice, or dampness, that may leak or flow from any part of the Premises, or the pipes, appliances or plumbing work of the same.

Section 22.9. Tenant Indemnification. Except for the Landlord's gross negligence, sole negligence or willful misconduct, Tenant hereby indemnifies, defends, and holds Landlord and Landlord's board members, officers, agents and employees (collectively, **"Landlord Indemnified Parties"**) harmless from and against any and all Losses (defined below) arising from or in connection with any or all of: (a) the conduct or management of the Premises or any business therein, or any work or Alterations done, or any condition created by any or all of Tenant and Tenant's Parties in or about the Premises during the Term or during the period of time, if any, prior to the Commencement Date that Tenant has possession of, or is given access to the Premises; (b) any act, omission or negligence of any or all of Tenant and Tenant's Parties; (c) any accident, injury or damage whatsoever occurring in, at or upon the Premises and caused by any or all of Tenant and Tenant's Parties; (d) any breach by Tenant of any or all of its warranties, representations and covenants under this Lease; (e) any actions necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding or other proceeding under the Bankruptcy

Code; (f) the creation or existence of any Hazardous Materials in, at, on or under the Premises, if and to the extent brought to the Premises or caused by Tenant or any party within Tenant's control; and (g) any violation or alleged violation by any or all of Tenant and Tenant's Parties of any Law (collectively, ***"Tenant's Indemnified Matters"***). In case any action or proceeding is brought against any or all of Landlord and the Landlord Indemnified Parties because of any of Tenant's Indemnified Matters, Tenant, upon notice from any or all of Landlord, shall resist and defend such action or proceeding by counsel reasonably satisfactory to, or selected by, Landlord. The term ***"Losses"*** shall mean all claims, demands, expenses, actions, judgments, damages (actual, but not consequential), penalties, fines, liabilities, losses of every kind and nature, suits, administrative proceedings, costs and fees, including, without limitation, attorneys' and consultants' reasonable fees and expenses, and the costs of cleanup, remediation, removal, and restoration, that are in any way related to any matter covered by the preceding indemnity. The provisions of this Section 22.9 shall survive the expiration or termination of this Lease.

22.10. Late Charge. In the event any monthly installment of Base Rent or Additional Rent, or both, is not paid within five (5) days of the date when due, a late charge in an amount equal to five percent (5%) of the then delinquent installment of Base Rent and/or Additional Rent (the ***"Late Charge"***; the Late Charge, Base Rent and Additional Rent shall collectively be referred to as ***"Rent"***), shall be paid by Tenant to Landlord, at Landlord's address identified above, or under such other directions as Landlord shall designate in this Lease or otherwise in writing.

[continued on next page]

Each party signs this Second Amended and Restated Lease Agreement on the date opposite that party's signature. This Second Amended and Restated Lease agreement will be the date signed by the last party to sign it (as indicated by the date associated with that party's signature). This Second Amended and Restated Lease Agreement is effective July 1, 2024.

Date: June 10, 2024	BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF MUSKEGON HEIGHTS By: Trinell Scott Board President
Date: June 7, 2024	MUSKEGON HEIGHTS PUBLIC SCHOOL ACADEMY SYSTEM By: Leslie T. Slater Board President

EXHIBIT A
LEGAL DESCRIPTION OF LAND

Legal Description of Edgewood Elementary Property

HT4145 BLK 262 LOTS 19 TO 33 INC MUSKEGON IMPROVEMENT CO'S ANNEX #1

HT4127 BLK 262 LOTS 1, 2, 3, 4, 5, 6 & 7 MUSKEGON IMPROVEMENT CO'S ANNEX #1

Legal Description of Middle School Property

HT2730 ENTIRE BLOCK 170 AND ENTIRE BLOCK 171 AND ABANDONED ALLEY ABUTTING BLK 171

ON S AND VACATED ST BETWEEN BLKS 170& 171

Legal Description of High School Property

HT1717 ENTIRE BLKS 122-124 ORIGINAL PLAT CITY OF MUSKEGON HEIGHTS

EXHIBIT B
PERSONAL PROPERTY

A description of personal property is on file at the office of the School District of the City of Muskegon Heights and the office of the Muskegon Heights Public School Academy System.

CONTRACT SCHEDULE 7

REQUIRED INFORMATION FOR A PUBLIC SCHOOL ACADEMY

SCHEDULE 7

REQUIRED INFORMATION FOR A PUBLIC SCHOOL ACADEMY

Required Information for a Public School Academy. This Schedule contains information required by the Code and the Contract. 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 Goal and Related Measures. The educational goal and related measures 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 is 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 is set forth in Section h of this Schedule.

SECTION A

GOVERNANCE STRUCTURE

GOVERNANCE STRUCTURE
(AMENDED AND RESTATED)

The District Board shall appoint the Board of Directors of the Muskegon Heights Public School Academy System (the "**System Board**") as provided in the terms and conditions of the appointments by a receivership transition and advisory board (an "**Advisory Board**") under the Contract. The System Board has all the powers and duties permitted by law to manage the business, property and affairs of the System consistent with the terms and conditions of the Contract. The System Board is responsible for assuring that the System operates according to the terms and conditions of the Contract and applicable law. The bylaws of the System Board further described the System Board's governance structure.

The Muskegon Heights Public School Academy System (the "**System**") is incorporated as a non-stock, directorship nonprofit corporation. The District Board established the initial number of board members to be (3). The System Board shall have at least (3), but no more than nine (9) members, as determined from time to time by the District Board, subject to any requirement for approval by the Advisory Board is in place for the District, the District Board may not increase or decrease the number of System Board members without approval of the Advisory Board.

The System Board shall manage the business, property, and affairs of the System. The System Board shall set all educational, fiscal, and administrative policies for the System. The System Board shall set all educational, fiscal, and administrative policies for the system. A copy of the System's organizational chart is set forth below.

System Board of Directors

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System Board staff (if any)

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Educational Service Provider (if any)

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Staff

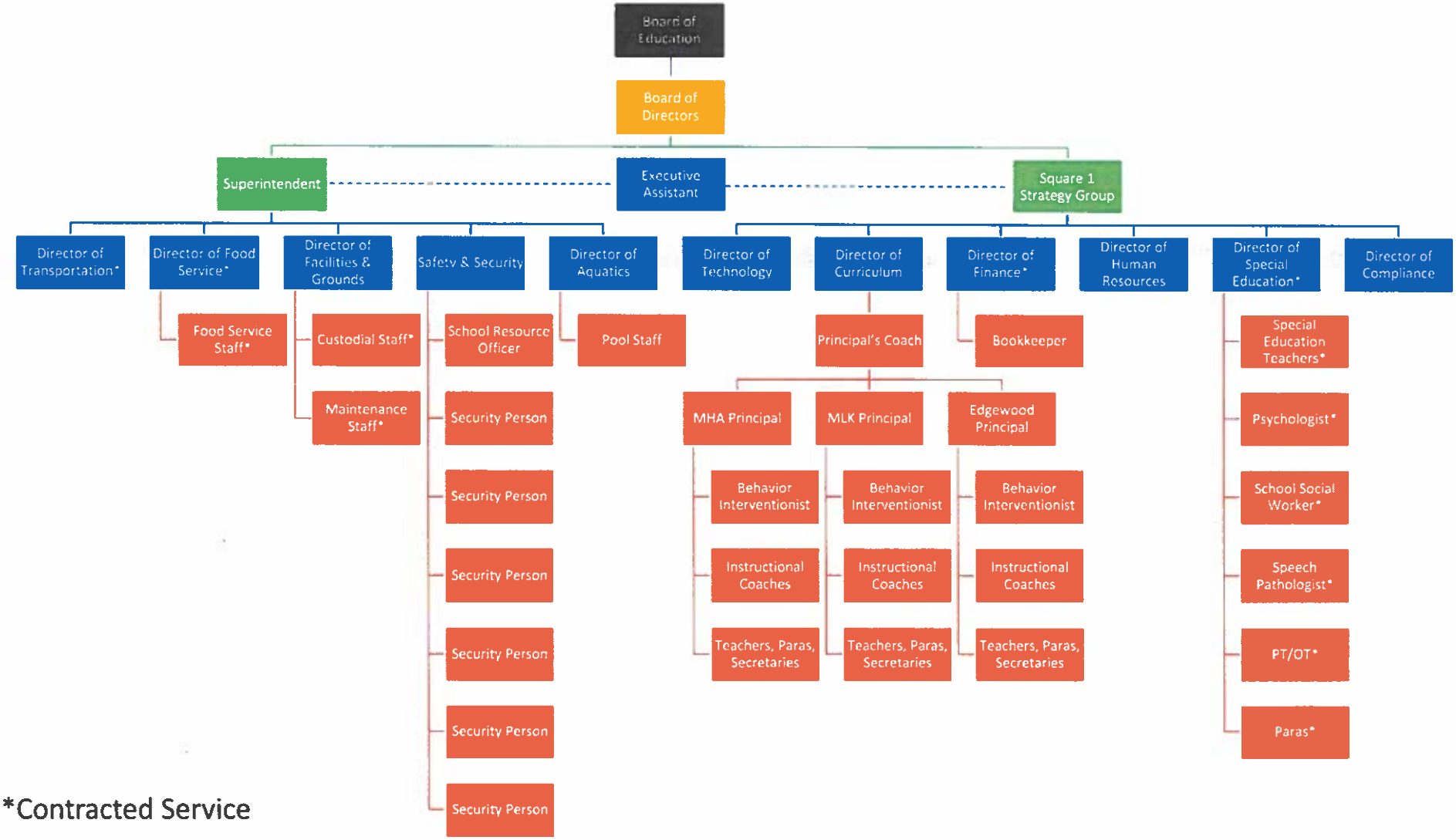
Teachers, Secretaries, Teacher Assistants

The System Board currently consist of four (4) members. The term of office for each position was determined by resolution of the System Board.

Nominations and appointments of subsequent System Board members shall be made in accordance with the terms and conditions of the Contract and the bylaws of the System Board. Vacancies in office shall be determined and filled pursuant to the terms and conditions of the Contract and bylaws of the System Board. The current System Board members are as follows:

Board Member (President)	Leslie Kitchen-Slater
Board Member (Vice President/Treasurer)	JJ Lewis
Board Member (Secretary)	Hillery Ross-Furse
Board Member (Trustee)	Debra Bradford
Board Member	(Vacancy)

Dated: January 31, 2024



*Contracted Service

Square One Strategy Group, LLC

School Services Agreement

This School Services Agreement (the "Agreement") is made and is effective on November 14, 2023, or upon notice from the City of Muskegon Heights Public School Board of Education that it will not disapprove this Agreement, whichever is later (the "Effective Date") by and between **Square One Strategy Group, LLC** ("S1S"), whose headquarters or principal place of business is located at 41000 Woodward, Suite 350 E, Bloomfield Hills, MI 48304 and **MUSKEGON HEIGHTS PUBLIC SCHOOL ACADEMY SYSTEM**, located at 2441 Sanford Street, Muskegon Heights, Michigan 49444, a Michigan non-profit corporation and public school academy formed under Part 6(A) of the Revised School Code (the "Code"), as amended, being MCL 380.501 to 380.507 (the "Academy"). This Agreement is supplemented by an Addendum attached hereto and made a part hereof and dated as of the date herein (the "Addendum"). Notwithstanding anything in this Agreement to the contrary, to the extent there is a conflict between the language of this Agreement and the Addendum, the language of the Addendum shall control.

RECITALS

WHEREAS, the Academy is a charter school organized as a public school academy under the Code. The Academy operates a public school academy pursuant to a Charter Contract (the "Contract") issued by THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF MUSKEGON HEIGHTS ("MUSKEGON HEIGHTS PUBLIC SCHOOLS", "MHPS" or "Authorizer"). The Authorizer is the statutory authorizing body. The Academy Board of Directors is the governing body of the Academy. The Code permits a public school academy to contract with persons and entities for the operation and management of the public school academy.

WHEREAS, S1S represents and warrants that it is a duly organized Michigan for-profit corporation, in good standing, and that S1S (its officers, employees, and agents) has the educational background, managerial experience, expertise, training, capacity, qualifications, and financial resources to provide the Services set forth in this Agreement through its affiliated network of service providers. S1S wishes to provide human resource-related administrative services and Worksite Employees to the Academy. S1S would be an independent contractor of the Academy and not a division or part of the Academy. S1S avers that its employment structure qualifies as employee leasing.

WHEREAS, the Academy and S1S desire to enter into an independent contracting relationship whereby S1S will be engaged to provide to the Academy: 1. Human resource personnel, administrative services, and Worksite Employees; 2. Business management services; 3. Pupil accounting services; and 4. Leadership and instructional coaching services as set forth in this Agreement (the "Services"). This Agreement between the Academy and S1S sets forth the understandings with respect to the relationship between the parties, the scope of the parties' relationship, and the limitations on the relationship between the parties. The Worksite Employees provided by S1S to the Academy pursuant to this Agreement are the employees of S1S and are not employees of the Academy.

WHEREAS, the Academy and S1S further state that S1S shall have the full and unfettered authority to hire, discipline, evaluate, and terminate Worksite employees to fulfill the contractual terms and conditions as set forth herein, without any involvement, control, or direction of the Academy.

IN CONSIDERATION OF THE MUTUAL PROMISES AND BENEFITS CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

I. CONTRACTUAL RELATIONSHIP

1.1 **Authority**. The Academy has been granted the Contract by the MHPS Board to organize and operate a public school academy, together with the powers necessary or desirable to carry out the educational program set forth in the Contract. The Academy is authorized by law to contract with a private entity to provide human resource-related administrative services and Worksite employees to the Academy, provided that no provision of this Contract shall be interpreted, construed, or effective if it would prohibit the Academy Board from acting as an independent, self-governing public body, allow public decisions to be made other than in compliance with the Open Meetings Act, or interfere with the Academy Board's constitutional duty to exercise its statutory, contractual and fiduciary obligations governing the operation of the Academy. MHPS, as the authorizing body, must review, and be allowed to disapprove, any agreement between the board and an educational management organization before the agreement is final and valid. Therefore, this agreement will not be final and valid until the MHPS Board of Education has an opportunity to review and disapprove the agreement.

1.2 **Delegated Authority**. Acting under and in the exercise of such authority, the Academy hereby delegates to S1S, to the extent permitted by law and excepting those functions and employees provided by the Intermediate School District and/or Academy, specified functions relating to the provision of human resource and related administrative services and Worksite Employees, business management, pupil accounting, and leadership and instructional coaching to perform the job duties and responsibilities for the Academy contained in the job descriptions provided to MHPSAS. S1S shall also provide and control and be responsible for all human resources and administrative services, payroll, benefits, and related administrative functions for its Worksite Employees, excepting those provided by the Intermediate School District and/or the Academy.

1.3 **Independent Contractor/Designation of Agents.** The parties to this Agreement intend that the relationship between them is that of an independent contractor, not as an employee-employer relationship. S1S is not a division of any part of the Academy. The relationship between the parties was developed and entered into through arm's length negotiations and is based solely on the terms of this Agreement and the attached Addendum to this Agreement. No agent or employee of the Academy shall be determined to be an agent or employee of S1S for any reason or purpose. No agent or employee of S1S shall be determined to be an agent or employee of the Academy, except as follows:

(a) S1S, and its respective officers, directors, employees, and designated agents are each hereby authorized to serve as agents of the Academy having a legitimate educational interest in the Educational Program of the Academy and its students for purposes of the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g et seq., ("FERPA"), such that they are jointly and severally entitled to access the educational records of the Educational Program for all purposes related to FERPA.

(b) During the term of this Agreement, the Academy may disclose confidential data and information to S1S, and its respective officers, directors, employees and designated agents to the extent permitted by applicable law, including without limitation, the Individuals with Disabilities Education Act ("IDEA"), 20 USC 1401 *et seq.*, 34 CFR 300.610–300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC 794a, 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 *et seq.*; the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; the Health Insurance Portability and Accountability Act ("HIPAA"), 42 U.S.C. 1320d – 13200d-8; 45 CFR 160, 162 and 164; and social security numbers, as protected by the federal Privacy Act of 1974, 5 USC 552a; and the Michigan Social Security Number Privacy Act, MCL 445.84.

(c) As otherwise expressly designated by written agreement of the parties with consent from anyone whose consent is required by law or contract.

1.4 **Compliance with Applicable Public Contract Law.** Throughout the duration of this Agreement, the Academy and S1S shall ensure compliance with the requirements of 1968 PA 317, MCL 15.321 to 15.330 ("Contracts of Public Servants with Public Entities.")

II. DUTIES AND RESPONSIBILITIES OF THE PARTIES

2.1 S1S agrees to contract to the Academy and the Academy agrees to contract from S1S the Worksite Employees in accordance with the terms and conditions in this Agreement. "Worksite Employees" means all employees assigned to fulfill the Academy worksite job positions, excepting those provided by the Intermediate School District and/or the Academy. S1S shall also provide, control and be responsible for all human resources and personnel administrative services, payroll, benefits, and related administrative functions for S1S Worksite Employees, excepting as provided by the Intermediate School District and/or the Academy as an independent function of the Academy, and not in place of the employer, S1S.

2.2. The Academy shall retain control over its business operations (S1S is responsible for performing duties), instructional activity, and all other matters, including but not limited to the curriculum, books, equipment, and educational supplies; state funding; finances and budgeting; parent relations; student achievement and guidance; student discipline; food; building and property management; transportation; sports and extracurricular activities, public relations; and the day to day working conditions of the Worksite Employees.

2.3 The Academy and S1S will consult with each other on personnel-related issues relative to Worksite Employees; however, Worksite Employees are exclusively S1S employees and S1S has

the exclusive and complete control and decision-making authority over its Worksite Employees. Whenever a timely response is requested (or is by its nature required), S1S and the Academy agree to respond to any communication from the other as soon as possible but in no event more than forty-eight (48) hours from the origination of any such communication, unless the response requires action by the Board of Directors. Further, S1S shall designate a contact person who is available to respond to Academy communications on an ongoing basis.

2.4 **Educational Goals.** The educational goals that S1S is to achieve shall include demonstrated improved pupil academic achievement for all groups of pupils. To the extent applicable, pupil performance shall be assessed using at least the Michigan Student Test of Educational Progress (M-STEP) or the Michigan Merit Examination under Section 1279g of the Revised School Code, as applicable.

2.5 **No Tenure**. Teachers and administrators employed by S1S are not eligible for continuing tenure under MCL 38.71 *et seq.*

2.6 **Role of the Academy Superintendent.** The Superintendent shall oversee the educational goals of the Academy. The Superintendent will not evaluate, supervise, or oversee S1S employees. Rather, the Superintendent will identify items or issues to be addressed to meet the Board of Directors' education goals. Conversely, S1S will employ, direct, supervise, evaluate, and discipline S1S employees. S1S will also oversee contractors. The Superintendent will communicate the steps necessary to meet the Academy Board of Directors' goals. S1S will manage its employees and resources to meet those goals. S1S will update the Superintendent as to its efforts under this Agreement and alert the Superintendent if a particular action could impact the Board of Directors' educational goals.

2.7 **Vendor and Contractor Proposal and Approval Process**. S1S shall propose positions, vendors, and contractors for engagement with the Academy to fulfill the educational objectives set forth by the Academy Board of Directors. Upon submission of these proposals, the Board of Directors shall review and approve those vendors, positions, and/or contractors that align with the educational goals of the Academy and are financially feasible within the projected budget.

2.8 **Supervision of Payment of Vendors.** Any Special Education services contracted out by the Academy to a third-party Vendor are not considered "Worksite Employees" for purposes of this Agreement, including third-party Special Education Vendors. Nevertheless, S1S will be responsible for ensuring the results of the Vendor are in compliance with this Agreement and will timely process necessary payments to the Vendor on behalf of the Academy.

III. TERM OF AGREEMENT

3.1 **Effective Date.** S1S shall provide Services commencing on November 14, 2023, or upon notice from the City of Muskegon Heights Public School Board of Education that it will not disapprove this Agreement, whichever is later ("Effective Date"). This Agreement shall remain in full force, effect through, and including June 30, 2027, or to align with the Charter Contract expiration date; whichever is earlier ("Term"), subject to a continued Contract from the MHPS Board according to the terms and conditions of the Contract, continued School State Aid, and the termination provisions contained herein. The maximum term of this Agreement shall not exceed the length of the Charter Contract, or five (5) years, whichever is less.

3.2 **Termination and Revocation.** This Agreement shall remain in full force and effect until one of the following occurs:

(a) In the event one party shall be in Default under the terms of this Agreement, the other party may immediately terminate this Agreement.

(b) This Agreement expires upon the date designated by Section 3.1.

During the Term of this Agreement, either party may terminate this Agreement with sixty (60) days written notice of intent to terminate this Agreement and this Agreement shall be terminated at the end of the sixty (60) days written notice of termination period, subject to Section 3.6 herein.

(c) If the Academy's Charter Contract issued by the City of Muskegon Heights Public Schools Board of Trustees is revoked, terminated, or a new Charter Contract is not issued to the Academy after expiration of the Academy's Charter Contract, this Agreement shall automatically terminate on the same date as the Academy's Charter Contract is revoked, terminated or expires without further action of the parties.

(d) This Agreement may be revoked by the Academy if it determines that 1 or more of the following have occurred:

(i) Failure of S1S to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals set forth in the contract.

(ii) Failure of S1S to comply with all applicable law.

(iii) Failure of S1S to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship.

(iv) The existence of 1 or more other grounds for revocation as specified in this Agreement.

3.3 **Dissolution / Bankruptcy.** This Agreement shall terminate automatically without notice to the Academy if a petition in Bankruptcy Court is filed by or against the Academy, shall have been voluntarily or involuntarily adjudicated bankrupt by any Court of competent jurisdiction, or if a petition is filed for reorganization of the Academy, or if a receiver shall have been appointed for all or a substantial part of the Academy's business.

3.4 **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 State School Reform/Redesign Officer 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 S1S shall have no recourse against the Academy or the MHPS Board/Authorizer for implementing such site closure or reconstitution.

3.5 **Obligation upon Termination.** In the event this Agreement is terminated by either party prior to the end of the term specified in Article III (Term of Agreement 3.1), at the Academy's discretion, the termination will not become effective until the end of that school year.

(a) The Academy shall reimburse S1S for all Worksite Employee compensation and reimbursements pursuant to the terms of Article IV of this Agreement due through the date of termination of this Agreement, if any.

(b) Upon termination or expiration of this Agreement, S1S will assist in the transition to a new service provider, or dissolution in accordance with the Authorizer's Educational Service Provider Policies relative to the scope of Services provided by S1S in accordance with this Agreement.

3.6 **Transition:**

(a) **Transition**. In the event of termination or expiration of this Agreement or if this Agreement is terminated due to a Contract revocation, reconstitution, termination, or nonrenewal, S1S shall, without additional charge:

(i) close the financial records on the then-current school fiscal year which includes, but is not limited to, the completion and submission of the annual financial audit, state and federal grant reporting, and all other associated reporting within required timelines established by the appropriate local, state, or federal authority.

(ii) organize and prepare student records for transition to the new ESP, or in the case of a school closure, transfer to a student's new school as designated by the student's parent / legal guardian or to a person or entity authorized to hold such records.

(iii) provide for the orderly transition of employee compensation and benefits to the new ESP without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by S1S to the Academy.

(iv) organize and prepare the Academy's records, both electronic and hard copy, for transition to the new ESP, or dissolution; and

(v) provide for the orderly transition to the new ESP, or dissolution of all Academy-owned assets including, but not limited to, furniture, fixtures, equipment, real estate, and insurance. This includes any keys, log-in information and passwords related to any Academy asset.

(b) Transition in Event of Breach. The Academy Board and S1S agree to make all efforts necessary to remedy a breach of this Agreement in order to continue school operations until completion of the then-current school fiscal year. If a breach cannot be remedied, the Academy Board and S1S agree to work cooperatively to transition management and operations of the school without disrupting the school's operations. S1S shall perform this transition in the same manner as described under Section 3.6(a) above. In the event this Agreement is terminated by either party prior to the end of the term specified in Article III, the termination will not become effective until the earlier of

(i) an approved agreement by the Academy with another ESP (or self-management) is in effect; or

(ii) the end of the current school year in which the termination is invoked.

3.7 **Contract Renewal Based on Academic Achievement.** Renewal of this Agreement shall be conditioned on not only the terms of the Agreement contained herein but also on the 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 to renew the contract. In considering the renewal of this Agreement, increases in academic achievement for all groups and pupils shall be the most important factor.

IV. PAYMENTS & FEE

4.1 **Compensation for Services.** For the term of this Agreement, the Board Shall pay S1S on monthly basis, based upon the State School Aid ("SSA") that the Academy receives in a given month, directly or indirectly from the State of Michigan pursuant to the State School Aid Act of 1979 as amended, (the "State Aid Act") for the particular students enrolled in the Academy. In months in which compensation is based on estimated SSA (prior to certification of the Fall and Spring pupil counts), adjustments will be made to the first payment in the month following certification of the Fall and Spring pupil counts. The SSA will change according to annual amendments to the State Aid Act. For each school year S1S shall receive as compensation for its services a fee equal to ten percent (10%) of the Academy's Gross SSA; however, this amount will be pro-rated to account for any school year in which services are not rendered for the entire duration, or other exceptional circumstances as determined by mutual agreement between the parties. The Fee due to S1S shall be due and payable within ten (10) days of receipt by the Academy of its monthly SSA.

4.2 **Payment.** S1S will be responsible for the payment of all Worksite Employees, and any Vendors, Contractors, goods, and services where payment is not made directly by the Academy. Payments shall be processed with each payroll. Payments are due no later than the payroll check date. Except as required by law, the Academy acknowledges that S1S will not release payroll checks until they are notified that full payment has been received by the Due Date.

4.3 **Reimbursements.** The Academy shall amend its budget and reimburse S1S for any and all additional costs and expenses requested and approved by the Academy Board in writing in advance. Any increases in fixed costs in the Academy Budget shall be borne and paid by S1S, without reimbursement from the Academy. The Academy acknowledges that S1S is the employer of record and in addition to the fees received by S1S pursuant to this Agreement, to the extent permitted by law S1S shall retain all federal and state tax benefits, credits, or deductions in consideration of services rendered to the Academy pursuant to this Agreement including, but not limited to, IRS Sec 125 Plan benefits and savings. In the event this Agreement is terminated by S1S, and the Academy has not fully paid all Fees and payments owing as of the date of termination, the Academy shall immediately pay S1S for any Fees owing, payroll, benefit payments, or other costs incurred with respect to Worksite Employees owing as of the date of termination. In the event S1S procures equipment, materials, or supplies on behalf of, or as agent for the Academy, such items shall be the property of the Academy provided S1S is reimbursed for such costs without administrative charge. No corporate costs of S1S shall be charged to or reimbursed by the Academy. The Academy shall reimburse S1S for any overtime pay that is or becomes due to or owed to any Worksite Employee, provided that S1S communicated such required overtime to the Academy Superintendent for approval before the Worksite Employee or other S1S employee worked overtime.

4.4 **Modification.** Any required adjustment to Federal, State, or local taxes shall be effective on the date of such adjustment or change. In the event that S1S fails to include the additional cost on the next invoice when due the same shall be due retroactive to the date of change, as mandated, and shall be due by the Academy upon receipt of the next invoice.

4.5 **Verification by the Academy.** S1S will provide the Academy with a true, correct, and complete list of the Academy's most recent payroll for S1S Worksite Employees. S1S will verify all time submissions of Worksite Employees to make sure that they are true and correct. If the Academy believes that there is an error in the Worksite Employees submitted time or payment, it shall be the responsibility of the Academy to communicate and provide written notice of the error. Until corrected, the Academy shall not deduct any amount from payment of its current invoice as a credit or setoff. Errors, upon verification, shall be corrected by an adjustment on the next invoice.

4.6 **Continuing Liabilities.** In the event this Agreement is terminated, by either party, the Academy shall be responsible for any insurance or employment liabilities prepaid or incurred by S1S with respect to the Worksite Employees in the ordinary course on a pro-rata basis through the date of termination. Such charges shall be paid by the Academy to S1S upon receipt of an invoice for such amounts.

4.7 **Unemployment Insurance Expense Reimbursement.** In the event of the sale, dissolution, liquidation, reorganization, or closing of the Academy's business which causes S1S to terminate or lay off any Worksite Employee assigned to the Academy under this Agreement, the Academy agrees to promptly reimburse S1S for claims paid for Worksite Employees and related charges incurred by S1S with respect to such employees prior to such sale, dissolution, liquidation, reorganization or closing of the Academy's business.

4.8 **Workers' Disability Compensation Injury Reporting.** In order for S1S to pro-actively manage workers' disability compensation claims for the benefit of S1S and the Academy, and to the extent the Academy has such knowledge or information, or it is practicable, the Academy will report all S1S Worksite Employees work-related injuries to S1S on a First Report of Occupational Injury form (supplied by S1S). The Academy will use its best efforts to report same within twenty-four (24) hours of injury. All S1S Worksite Employees shall likewise be required to complete a Report of Occupational Injury form (supplied by S1S) and provide it to S1S within twenty-four (24) hours of the workplace injury.

4.9 **Other Public School Academies.** The Academy acknowledges that S1S may enter into management agreements with other public school academies, excluding Academies located within the boundaries of the MH School District. S1S shall separately account for reimbursable expenses incurred on behalf of the Academy and other public school academies and only charge the Academy for expenses incurred on behalf of the Academy. This Agreement shall not restrict S1S's pursuit of other business opportunities.

4.10 **Additional Programs.** The services provided by S1S to the Academy under this Agreement consist of the K-12 Educational Program (including summer school, Project Focus, HERCO, Men and Ladies of Honor at Muskegon Heights, and online learning which is part of the curriculum) as set forth in the Contract, as the same may change from time to time. The Board may decide to provide additional programs or services outside of the standard K-12 Educational Programming, including but not limited to after school and evening programs, or programs at additional locations pursuant to subsequent amendments to this Agreement and the Contract. The Academy may also purchase additional services from S1S at mutually agreeable cost provided that the parties document the types and terms of such services by either amending this Agreement or entering into separate Agreement. Any such agreements must comply with the Contract, as well as any applicable Board policies.

4.11 **Payment of Educational Program Costs.** In the course of performing its responsibilities under the Agreement, S1S shall incur expenses for such things as legal and accounting services, corporate taxes, and other business and corporate expenses, including onsite management. Such expenses shall collectively be covered by the Management Fee charged to the Academy. S1S is

responsible for maintaining all expenses within the budget allocations determined by the Board or for seeking specific approval for any expenses anticipated to exceed the budget allocation. Such costs shall include, but shall not be limited to, salaries and fringe benefits for all personnel, curriculum materials, professional development, Central Office Services (which would include, but are not limited to payment of S1S administration salaries assigned to work at the Academy, compliance and payroll services) solely for the benefit of the Academy, textbooks, library books, computer and other equipment, software, supplies utilized at the Academy for educational purposes, services provided pursuant to subcontract, maintenance, utilities, and marketing and development costs. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program, and shall not include any costs for the marketing and development of S1S. In paying costs on behalf of the Academy, S1S shall not charge an added fee. The Academy shall not reimburse S1S for any costs incurred or paid by S1S as a result of services provided or actions taken pursuant to this Agreement unless otherwise specifically indicated herein. S1S shall present proper documentation to the Board on a monthly basis of all expenses incurred pursuant to this Agreement for approval by the Board. At its option, the Board may advance funds to S1S for the fees and expenses associated with the Academy's operation provided that documentation for the fees and expenses are provided to the Board within thirty (30) days after the expense is incurred. Any costs reimbursed to S1S that are determined by the independent audit not to be reasonably incurred on behalf of the Educational Program of the Academy shall be promptly returned to the Academy by S1S.

V. WORK ENVIRONMENT & RELATED MATTERS

5.1 **Worksite Employees.** With S1S's guidance, the Academy shall comply with all safety, health, and work laws, regulations, and rules at its own expense, and with all safe work practices and use of protective equipment required by federal, state, or local laws rules, and regulations at the worksite locations. Accordingly, S1S shall consult with the Academy, and to the extent required by law the Academy shall have certain risks and responsibilities including but not limited to, premises liability, and safety risks attendant to the ownership of premises and equipment (which are traditionally assigned to the owner of a business, location, or equipment).

5.2 **The Academy Responsibilities.** The Academy shall, at its expense (i) comply with all applicable health and safety laws, regulations, ordinances, directives, and rules of controlling Federal, State, and local government and (ii) immediately report all Academy employee accidents and injuries to S1S by completing an Injury Report Form provided by S1S within twenty-four (24) hours after the accident to the extent the Academy has available to it such knowledge or information. The Academy shall provide or make available all personal protective equipment, as required by Federal, State, or Local laws, regulations, ordinances, directives, or rules, or as deemed necessary by S1S, S1S's workers' disability compensation carrier, and S1S's liability insurance carrier shall have the right to inspect the Academy's place of business at all times to ensure compliance with this Section and with the terms of this Agreement. S1S shall be responsible for providing accurate and verified records of hours worked by the Worksite Employees.

5.3 **Annual Budget Preparation.** The Academy Board is responsible for establishing, approving, and amending an annual budget that shall conform to the State accounting manual and the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.* and in a form satisfactory to the Academy Board and in compliance with the MHPS Charter Contract. By July 1 of each fiscal year, the Academy Board shall submit to the MHPS Board a copy of its annual budget for the upcoming fiscal year. The Academy's budget must detail budgeted expenditures at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual, shall

contain reasonable detail as requested by the Academy Board and as necessary to comply with the General Accepted Accounting Practices (GAAP) standards. The budget shall include anticipated revenues and projected expenses and costs reasonably associated with operating the Academy and the Educational Program including, but not limited to, the projected cost of all services and Educational Programs provided by the Academy, rent and lease payments, debt service, maintenance and repairs to Academy facilities, supplies and furnishings necessary to operate the Academy, taxes, insurance premiums, utilities, professional fees, and other costs and expenses connected to the operation of the Academy. The proposed budget shall be submitted to the Academy Board for approval not later than thirty (30) days prior to the date when the approved budget is required to be submitted to the MHPS Board under the Contract. Upon approval by the Academy Board, copies of the budget will be given to S1S personnel.

5.4 **Level of Compensation and Fringe Benefits of S1S Employees.** S1S shall inform the Academy Board of the level of compensation and fringe benefits provided to S1S Worksite Employees and the personnel assigned to work for or on behalf of the Academy. The Academy may disallow the level of compensation and fringe benefits.

5.5 **Budget Reserve.** The Academy Board shall be responsible for determining the budget reserve amount to be included as part of the Academy's annual budget. Under Michigan law, the parties acknowledge and agree that the budget reserve may not be less than five percent (5%) of the State School Aid received by the Academy. The Academy shall be responsible for implementing fiscal policies that will assist the Academy in attaining a minimum five percent (5%) fund balance. S1S shall be responsible for ensuring the Academy maintains a State Aid Fund balance of five percent (5%) or greater.

5.6 **Records.** All financial, educational, student records, and related documents prepared by S1S or otherwise created in connection with the rendering of services at the Academy's offices are the property of the Academy and shall be prepared in accordance with practices and procedures determined by S1S and the Academy. In the event S1S has such records in its possession, the records shall be maintained in secured files on the premises of S1S (or if S1S maintains no physical location, on the premises of the Academy), and the Academy shall have access to such records at all reasonable times and as authorized by law. The Academy may make copies of records necessary for it to perform its duties and obligations under this Agreement. S1S shall make any and all reports with regard to its Worksite Employees required by applicable law and shall assist the Academy in timely complying with any and all compliance and reporting obligations it may have to the Michigan and United States Departments of Education, the MHPS Board or as otherwise mandated by applicable federal, state and local laws, rules and regulations and the Contract.

5.7 **Working Facilities.** S1S may utilize the premises and facilities of the Academy in rendering services pursuant to this Agreement, including existing Academy infrastructure, such as office space, internal mail service, copiers, computers, internet access and email addresses. The Academy shall also bear the cost of providing a workplace that is in compliance with the requirements of the ADA of 2008, the Federal Rehabilitation Act or similar Federal, State or local laws, rules and regulations.

5.8 **Americans with Disabilities Act ("ADA"), § 504, and Individuals with Disabilities in Education ("IDEA") Compliance:** S1S agrees to fully comply with all provisions of the ADA, Section 504 of the Rehabilitation Act of 1973, and the IDEA to ensure non-discrimination and equal access to individuals with disabilities in all aspects of its operations, services, programs, and facilities.

VI. REPRESENTATIONS & WARRANTIES OF THE ACADEMY

The representations and warranties made by the Academy shall survive the termination of this Agreement. The representations and warranties in this Section are deemed to be material and S1S is entering into this Agreement relying on such representations and warranties. The Academy represents and warrants to S1S as follows:

6.1 **Authorization.** The Academy has been duly authorized to execute and deliver this Agreement. The Academy's execution and performance of this Agreement will not, to the best of the Academy's knowledge, with or without the giving of notice or the passage of time or both: (a) violate the provisions of any law, rule or regulation applicable to the Academy; (b) violate any judgment, decree, order or award of any court, governmental body or arbitrator; or (c) violate the provisions of any separate contract, agreement or arrangement to which the Academy is bound.

6.2 **The Academy Employee Plans.** Except as communicated to S1S in writing prior to the execution of this Agreement:

(a) **List of the Academy Employee Plans.** The Academy has supplied S1S with a true and complete list of all pension, 401(k) benefits, profit-sharing, retirement, deferred compensation, welfare, insurance disability, bonus, vacation pay or severance pay, and other similar plans, programs, and agreements ("Academy Employee Plan") relating to the Worksite Employee(s). The Academy has delivered to S1S true and complete copies of all the Academy Employee Plans which have been reduced to writing, and all modifications for each Academy Employee Plan.

(b) Notwithstanding the above, the parties understand and agree that under no circumstances shall S1S Worksite Employees or any other S1S employees or subcontractors be entitled to or participate in or be eligible for Michigan Public School Employees Retirement System ("MPSERS") or any other State of Michigan public school retirement plan, unless determined by a court of law, attorney general opinion, or other legal proceeding.

(c) **Retiree Benefits.** No Academy Employee Plan provides health or life insurance benefits for retirees.

(d) **Claims.** To the best of the Academy's knowledge, there are no threatened or pending claims, suits, or other proceedings by any of the Academy's former employees, plan participants, beneficiaries, or spouses of any of the above, the IRS, the Pension Benefit Guaranty Corporation, or any other person or entity involving any Academy Employee Plan, including claims against the assets of any trust, involving any Academy Employee Plan or any right or benefits there under, other than ordinary pursuant to domestic orders and the arbitrations already disclosed to S1S.

(e) **Controlled Group.** The Academy is not a member of a "controlled group of corporations" as defined in Section 1563(a) of the Internal Revenue Code of 1986, as amended.

6.3 **Government Investigations.** The Academy has fully disclosed to S1S all active government investigations, lawsuits or other adversary proceeding(s) involving the Academy.

6.4 **Contracts and Commitments.** Prior to the execution of this Agreement, the Academy has provided S1S a true and correct copy of each of the following with respect to the Academy's former employees: all collective bargaining, trust, non-competition, employment and consulting agreements, executive compensation, employee stock option and stock purchase, and group life, health and accident insurance and other similar plans, agreements, memoranda of understanding, arrangements or commitments regarding Academy employees to which the Academy is a party or by which the Academy is bound.

6.5 **Workers' Disability Compensation Information.** The Academy has provided S1S with (a) insurance policies covering its former employees for a period of not less than one (1) entire calendar year immediately preceding the execution of this Agreement and all renewal letters regarding such policies, whether or not such policies were, in fact, renewed; and (b) audits regarding such policies for the same time, whether or not such audit was conducted or requested during or after the effective dates of such coverage(s). With respect to such information, the Academy represents that, to the best of its knowledge, the audit information, classification codes and experience modification information provided is complete and accurate and that no information is omitted that would, by its omission, cause such information to be misleading. The Academy acknowledges that, if not provided, there is no known audit or request for audit currently pending or outstanding. In the event S1S incurs any charges or surcharges on behalf of the Academy following an audit of S1S relating to the Academy's business after the effective date of this Agreement, whether or not such charges or surcharges relate to claims experience, employees' classification code changes or otherwise, the Academy shall be fully responsible and shall, to the extent permitted by law, indemnify S1S for such charges and/or surcharges attributable to the Academy's business and/or Worksite Employees.

6.6 **Employer Relations.**

(a) **Compliance.** The Academy is in compliance with all federal, state, and local laws, rules, and regulations respecting employment practices, terms and conditions of employment, wages, and hours, and is not engaged in any discriminatory employment or unfair labor practice. There are no arrearages in the payment of wages, taxes, or workers' disability compensation insurance, assessment, or penalties.

(b) **Labor Practices.** Except as the Academy has disclosed in writing prior to the execution of this Agreement:

(i) None of the Academy's former employees are represented by any labor union and, there is no unfair labor practice complaint against the Academy pending before the National Labor Relations Board or any State or local agency.

(ii) There is no pending labor strike or other material labor strike or other material labor trouble affecting the Academy and there is no material labor grievance pending against or affecting the Academy.

(iii) There are no pending arbitration proceedings arising out of or under any collective bargaining agreement to which the Academy is a party, or to the best of the Academy's knowledge, any basis for which a claim may be made under any collective bargaining agreement to which the Academy is a party affecting the Academy's former employees, except the administration arbitrations already disclosed; and

(iv) There is no pending litigation or other proceeding or basis for an unasserted claim against the Academy by any of the Academy's former employees or group of former employees which is based on claims arising out of any of the Academy's former employee's employment relationship with the Academy including, but limited to, claims for breach of contract, tort, discrimination, employee benefits, wrongful termination or any common law or statutory claims.

(c) **Taxes.** The Academy has deducted and remitted to the relevant government authority all taxes, contributions and other amounts required by statute, law or regulation.

VII. COVENANTS OF PARTIES

7.1 **Criminal Background Checks.** S1S and the Academy acknowledge that all Worksite Employees or any other personnel provided by S1S to the Academy must be in compliance with all federal, state and local laws, rules and regulations, the Academy policies and procedures, rules and regulations that pertain to Worksite Employees including, but not limited to, criminal background checks and Criminal History Record Information ("CHRI") in accordance with the procedures required by the Michigan Department of Education and the Michigan State Police through the Michigan State Police Criminal History Internet Subscription Services ("CHRIS"). The Superintendent or designee shall be the CHRIS operator who conducts the criminal background checks and obtains the CHRI information for all S1S Worksite Employees and staff that are assigned to work at or on behalf of the Academy and all contractors/subcontractors assigned to regularly and continuously work under contract at or on behalf of the Academy, as required by law. S1S agrees that it shall not assign any of its Worksite Employees, staff, administrators, employees, officers, directors, agents, representatives, or other individuals to perform any services under this Agreement except as permitted under Sections 1230, 1230a, 1230b and related provisions of the Code pertaining to criminal background checks and criminal conduct. S1S shall require that the results of the criminal background check and CHRI check through CHRIS are received, reviewed, and used (subject to a verification process) by the Superintendent or designee, acting on behalf of the Academy and/or the Academy Board, only as permitted by law to confirm that the individual does not have a criminal history or CHRI that disqualifies the individual from performing work at or on behalf of the Academy and to evaluate the qualifications of the individual for his/her assignment. S1S shall follow all applicable laws as it relates to this Section. S1S shall further require employees and subcontractors, if any, to comply with the requirements of Section 1230d of the Revised School Code while employed under this agreement. S1S shall immediately alert the Academy to any employee or subcontractor not in compliance with this provision.

7.2 **Unprofessional Conduct Checks.** S1S shall ensure that each Worksite Employee assigned to work at or on behalf of the Academy, and any other officer, director, employee, administrator, subcontractor, agent or representative shall be subject to an unprofessional conduct check required by MCL 380.1230b and any other applicable federal, state and local laws, rules or regulations. Worksite Employees or any other individuals set forth herein shall not be assigned to work at the Academy until the requirements of the applicable federal, state, or local laws, rules and regulations have been satisfied.

7.3 **Default.** Either party shall be in "Default" under this Agreement if following sixty (60) days written notice from the other (provided, however, such period shall be extended for an additional reasonable period if the default is such that it cannot be cured within sixty (60) days and the party has diligently commenced the curing of such default and is diligently pursuing the same to completion) the party has failed to cure a material breach of this Agreement or any bankruptcy,

receivership or insolvency proceeding is instituted by or against the party. Any action or inaction by S1S pertaining to this Agreement that is not cured within sixty (60) days of notice thereof which causes the Charter Contract to be revoked, terminated, suspended or to be put in jeopardy of revocation, termination, or suspension by the MHPS Board is a material breach.

7.4 **Compliance with Employment Related Laws.** The Academy and S1S shall comply with all state, federal, and local employment laws, rules, and regulations including, but not limited to, the following:

(a) All State, Federal, and local laws, rules, and regulations relating to equal employment opportunity and nondiscrimination in employment. S1S shall not be responsible for any action taken by the Academy with respect to the Worksite Employees unless the Academy secures prior written authorization from S1S.

(b) S1S shall make available comparable employment opportunities to Worksite Employees eligible for reinstatement following leave as required by the Family & Medical Leave Act ("FMLA") or any comparable law.

(c) S1S shall make available a reasonable accommodation to any Worksite Employee entitled to such as required by the Americans with Disabilities Act ("ADA"), the Federal Rehabilitation Act, or any comparable law.

(d) The Academy shall give S1S not less than thirty (30) days advance written notice of any temporary or permanent shutdown of any facility, site of employment, or employment unit.

(e) S1S shall immediately notify the Academy of any personnel action involving or affecting a Worksite Employee that would qualify as a qualifying event under the continuation coverage of COBRA. The Academy shall immediately notify S1S of any qualifying event affecting any plan beneficiary that would qualify as a qualifying event under COBRA.

(f) No individual shall be considered to be engaged as a Worksite Employee until S1S has received and reviewed, to its sole satisfaction, sufficient preemployment documentation submitted to S1S within 48 hours of acceptance of employment, including but not limited to, Form INS-9 and IRC W-4.

VIII. INSURANCE

8.1 **Academy Insurance Coverage**. The Academy shall maintain such policies of insurance as required by the Michigan Universities Self-Insurance Corporation (M.U.S.I.C.) and the Contract issued by the MHPS Board in the amounts required by the Contract and Applicable Law. S1S shall comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable. The Academy's insurance coverage is separate from and in addition to the insurance S1S is required to obtain under the Contract. In the event M.U.S.I.C or the MHPS Board requests any change in coverage, the Academy agrees to comply with any change in the type and amount of coverage as requested by M.U.S.I.C. or the MHPS Board within thirty (30) calendar days after written notice of the insurance coverage change. The Academy shall issue a Certificate of Insurance providing for not less than thirty (30) days advance written notice of cancellation or material changes by the Academy.

8.2 **Insurance Coverage By S1S.** S1S shall maintain such policies of insurance as required by the Michigan Universities Self-Insurance Corporation (M.U.S.I.C.) and the Contract issued by the MHPS Board and Applicable Law. The Academy shall comply with any information or reporting requirements applicable to S1S under S1S's policy with its insurer(s), to the extent practicable. S1S's insurance coverage is separate from and in addition to the insurance the Academy Board is required to obtain under the Contract. In the event M.U.S.I.C or the MHPS Board requests any change in coverage, S1S agrees to comply with any change in the type and amount of coverage as requested by M.U.S.I.C. or the MHPS Board within thirty (30) calendar days after written notice of the insurance coverage change. S1S shall issue a Certificate of Insurance providing for not less than thirty (30) days advance written notice of cancellation or material changes by S1S.

8.3 **Sexual Molestation/Abuse Coverage.** The Academy, S1S, and any subcontractor of the Academy or S1S shall obtain and maintain a sexual molestation/sexual abuse policy of insurance relative to students as required by M.U.S.I.C. and the Contract.

8.4 **Motorist Insurance.** The Academy does not own any vehicles. The Academy's general liability policy contains a non-owned automobile insurance provision. S1S shall maintain a separate motorist vehicle policy of insurance as required by M.U.S.I.C. such that in the event that an S1S employee is assigned to fill a job function requiring the employee to operate a S1S-owned vehicle, S1S shall have primary motor vehicle liability insurance. S1S's motor vehicle liability policy shall insure against liability for injury and property with a minimum single limit of One Million Dollars ($1,000.000.00) for S1S as the primary insured with the Muskegon Heights Public School Academy System named as an Additional Insured on the Policy. S1S's motorist vehicle policy shall also include uninsured motorist coverage with limits of no less than two hundred thousand Dollars ($200,000.00). In states where "no-fault" laws apply, equivalent personal injury and property damage coverage shall be included in S1S's policy. S1S shall issue a Certificate of Insurance providing for not less than thirty (30) days advance written notice of cancellation or material changes of the policy. This coverage period shall survive this Agreement.

8.5 **Workers' Disability Compensation Insurance**. The Academy, S1S, and any subcontractor of the Academy or S1S shall each maintain separate workers' disability compensation insurance as required by law, covering their respective employees.

IX. INDEMNIFICATION

9.1 **S1S** agrees to defend, indemnify, and hold harmless the Academy, its board members, officers, directors, administrators, employees, agents, representatives, and attorneys from any claims, demands, losses, costs, fees, penalties, fines, or damages arising from any actions, conduct or omissions of S1S or its officers, directors, shareholders, agents, representatives or employees. Such claims shall include, but are not limited to, charges of discrimination brought through the State Department of Labor, the Equal Opportunity Commission, the Workers' Compensation Bureau (or such similar department, commission or board other than State), fees and lawsuits alleging failure to comply with Federal and State wage and hour laws, wrongful termination, discrimination, denial of due process or other employment-related causes of action. S1S shall defend and indemnify the Academy, its officers, directors, shareholders, agents, representatives and employees from employee claims of sexual harassment by S1S. S1S shall be entitled to select its counsel and counsel for this indemnification provision. The duty to defend includes the right to pay actual attorney's fees incurred in defending such claims, and the duty to indemnify includes

the duty to pay any award imposed by an administrative agency, judgment or settlement against the Academy.

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

X. REPRESENTATIONS & WARRANTIES OF S1S

The representation and warranties made by S1S shall survive the termination of this Agreement. The representations and warranties in this Article are deemed to be material and the Academy is entering into this Agreement relying on such representations and warranties. S1S represents and warrants to the Academy as follows:

10.1 **Authorization.** S1S has been duly authorized to execute and deliver this Agreement. S1S's execution and performance of this Agreement will not, to the best of its knowledge, with or without the giving for the passage of time or both, violate the provisions of any law, rule or regulation applicable to S1S.

10.2 **Government Investigations.** S1S has fully disclosed to the Academy all government investigations, lawsuits, or other adversary proceedings involving S1S for five (5) years preceding the execution of this Agreement.

10.3 **Compliance.** S1S is in compliance with all Federal, State, and local laws respecting employment practices, terms and conditions of employment, wages, and hours, and is not engaged in any discriminatory employment or unfair labor practice. There are no arrearages in the payment of wages, taxes, workers' compensation assessment, or penalties.

10.4 **Student Confidentiality.** Except as permitted under the Code, S1S shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of an Academy student's education records. If S1S receives information that is part of an Academy student's education records, S1S shall not sell or otherwise provide the information to any other person except as provided under the Code. For purposes of this section, the terms "education records" and "personally identifiable information" shall have the same meaning as those terms in section 1136 of the Code, MCL 380.1136.

10.5 **Breach of Personally Identifiable Information**. The parties agree that in the event either party becomes aware of a data breach of personally identifiable information or education records

as defined in Section 1136 of the Code, MCL 380.1136 ("PII") with respect to information not suitable for public release, the other party shall be immediately notified in writing. The parties then shall mutually meet and confer with respective legal counsel to determine appropriate steps to be taken as required by state or federal law.

10.6 **Employee Non-Compete Agreement.** S1S agrees that no contract with employees leased to the Academy or assigned to the Academy as Worksite Employees shall contain a non-compete clause prohibiting employment with the Academy, other educational institutions, or employee leasing companies.

10.7 **Dual Employment 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.

10.8 **Payment Obligations of S1S.** S1S acknowledges that until this Agreement is terminated or expires, it shall fulfill its responsibility to pay salaries, benefits, payroll taxes, workers' disability compensation, unemployment compensation, and liability insurance for Worksite Employees leased to the Academy or working on Academy operations irrespective of whether S1S receives any advancement of costs or payment of services from the Academy. S1S is further responsible for processing Superintendent payroll and benefits on behalf of the Academy Board.

XI. MUTUAL OBLIGATIONS

11.1 **Waiver of Subrogation.** Each party releases and discharges the other party, and any officer, agent, employee, or representative of such party, from any liability whatsoever arising from the loss, damage, or injury, for any reason, for which insurance is carried by the insured party at the time of such loss, damage or injury, to the extent of any recovery by the insured party. Provided, however, this paragraph shall not apply if its application would invalidate insurance protection.

11.2 **Mutual Cooperation.** The parties agree that, except where conflicts prevent it, they shall render to each other reasonable assistance and shall cooperate in good faith with each other to ensure the proper and adequate defense of any claim, action, suit or proceeding brought by a third party.

11.3 **Confidentiality.** The parties agree to cooperate in such a manner as to preserve and uphold the confidentiality of all business records and the attorney-client and work-product privileges, subject to the Michigan Freedom of Information Act ("FOIA") and the disclosure provisions of the Code.

11.4 **Unusual Events**. The System and S1S are to immediately notify the other of any known or threatened health, safety, or other event or incident, of any anticipated or known labor, employee or funding problems or any other problems or issues that could adversely affect the performance of this Agreement by either party.

XII. MISCELLANEOUS

12.1 **Governing Law.** This Agreement shall be interpreted and enforced under the laws of the State of Michigan applicable to contracts made and to be performed entirely within the State without giving effect to the choice of law principles of the State. Any claim or controversy arising out of or relating to this Agreement or breach thereof shall be litigated in the Muskegon County Circuit Court or the United States District Court for the Western District of Michigan.

12.2 **Enrolling New Worksite Employees.**

(a) **Selection of Worksite Employees.** S1S shall engage new Worksite Employees only as set forth below. S1S shall employ and assign to the Academy all such qualified and certified classroom teachers, instructors, and support staff that the S1S approves and deems necessary to accomplish the educational mission of the Academy, as provided in the Academy's approved budget and as directed by the Academy Board. Although the Academy may recommend individuals to apply for employment with S1S, S1S shall make the final selection of all Worksite Employees assigned to work at or on behalf of the Academy. S1S shall comply with the Immigration Reform and Control Act when hiring Worksite Employees.

(b) **Hiring, Evaluating, Supervising, Disciplining and Firing.** S1S shall have the complete and exclusive authority and control to hire, evaluate, supervise, discipline, and fire any of its Worksite Employees, or other S1S employees assigned to work at or on behalf of the Academy. The Academy does not employ any employees or discipline S1S Worksite Employees or other S1S employees. The Superintendent will alert S1S to any issues related to Worksite Employees that may impact the Board of Directors' Educational Goals. S1S shall designate a qualified S1S employee who has been trained in evaluating principals as required under Michigan law and in accordance with the Academy's evaluation rubric to evaluate the S1S Principals. S1S is responsible for determining the best way to address employee or contractor disruptions.

(c) **S1S Requirements.** S1S, or its designated subcontractor (approved by the Academy) shall be responsible for performing all pre-employment, background, license, and eligibility review and other screening and investigation required by federal, state, or local laws, rules, and regulations as if employed by the Academy directly. Employment records of Worksite Employees shall be made available to the Academy upon request for purposes of auditing such records for compliance with applicable law. An FBI and Michigan State Police records check through the Michigan State Police Criminal History Internet Subscription Services as required by the Code shall be obtained by the Academy and paid for by the Academy regarding each Worksite Employee assigned to work at or on behalf of the Academy and for whom such criminal history record information and criminal background check has not already been completed. S1S is responsible for alerting the Academy Superintendent to any Worksite Employee that requires a background check.

12.4 **Assignment.** This Agreement shall not be assigned by S1S without the Academy's prior written consent (which consent shall not be unreasonably withheld) or by the Academy without S1S's prior written consent (which consent shall not be unreasonably withheld) and prior notice to MHPS. The MHPS Board may refuse to permit the parties to assign the Agreement. In the event the assignment is approved, the new Educational Service Provider shall be required to follow the terms and conditions of the Charter Contract between the Academy and the MHPS.

12.5 **Amendment.** This Agreement shall not be altered, amended, modified, or supplemented except by written amendment and approved by the Academy Board and signed by both the President (or authorized agent of the Academy Board) and an authorized officer of S1S. Any amendment to this Agreement shall be submitted to the MHPS Board in accordance with the terms of the Charter Contract.

12.6 **Information to be provided by the Academy.** The Academy shall make information concerning its operation and management 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.

(a) The Academy shall further collect, maintain, and make available to the public and the authorizing body, in accordance with applicable law and the contract, at least all of the following information concerning the operation and management of the public school academy:

(i) A copy of the contract issued by the authorizing body for the public school academy.

(ii) A list of currently serving members of the board of directors of the public school academy, including name, address, and term of office; copies of policies approved by the board of directors; board meeting agendas and minutes; a copy of the budget approved by the board of directors and of any amendments to the budget; and copies of bills paid for amounts of $10,000.00 or more as they were submitted to the board of directors.

(iii) Quarterly financial reports submitted to the authorizing body.

(iv) A current list of teachers and administrators working at the school, including their individual salaries, and copies of teaching or school administrator's certificates or permits.

12.7 **Information to be provided by S1S.** S1S shall make information concerning the operation and management of the Academy available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under subparagraph 12.6 and Schedule 4 of the Charter Contract.

12.8 **Prohibition of Identified Family Relationships.** The Academy shall prohibit specifically identified family relationships pursuant to applicable law and the terms and conditions of this Agreement. Notwithstanding any other provision of the Agreement, the following shall be deemed prohibited familial relationships for the purposes of this Agreement:

(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 nonclerical, or other significant role within S1S.

12.9 **Severability.** If any provision of this Agreement should be invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected thereby and the provision deemed invalid, illegal, or unenforceable shall be construed and enforced to the greatest extent legally possible.

12.10 **Waiver.** Failure by either party to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any subsequent breach nor prejudice either party with regard to any subsequent action.

12.11 **Section Headings.** The Section Headings of this Agreement are for the convenience of the parties only and in no way alter, modify, limit, or restrict the contractual obligations of the parties.

12.12 **Forms.** The Academy shall utilize forms provided by S1S unless otherwise required by law or regulation.

12.13 **Policies.** This Agreement, Addendum and all attachments shall be subject to and implemented in compliance with the policies approved and adopted by the Academy Board ("Board Policies") and Educational Service Provider Policies (the "ESP Policies"), issued by the MHPS Board/Authorizer, as amended.

12.13 **Notices.** Any notice or other communication required by this Agreement shall be sufficiently given in writing and delivered personally, sent by confirmed facsimile transmission, overnight air courier (postage prepaid), or by registered or certified mail (postage prepaid with return receipt requested) addressed as follows:

For the Academy, to:

Muskegon Heights Public School Academy System
2441 Sanford Street
Muskegon Heights, MI 49444

with a copy to:

Eric Delaporte
Delaporte Lynch, PLLC
210 State Street, Suite B
Mason, MI 48854

For S1S, to:

Shannon Smith
Square One Strategy
Group LLC
41000 Woodward, Suite 350 E
Bloomfield Hills, MI 48304

with a copy to:

Victor Smith
Law Office of Victor Smith
Victor.smith@smithlaw.com
410-746-0874
26 South Street
Baltimore MD, 21210

12.14 **Force Majeure**. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, flood, embargo, fire, explosion, sabotage, accident, labor strike, infectious disease, pandemic, or other acts beyond its reasonable control, provided either party may terminate this Agreement under the termination provisions of this Agreement, if applicable.

12.15 **Authorization.** The individual executing this Agreement is authorized on behalf of the Academy to bind the Academy to the terms set forth herein. However, the Academy shall not be

bound until the Academy has voted to approve the Contract, and the MHPS Board of Education has had an opportunity to disapprove the Contract and has not done so.

12.16 **Non-discrimination.** Pursuant to the Elliot-Larsen Civil Rights Act MCL 37.2209, neither the Academy, nor S1S and its contractors, shall discriminate against any employee, student, or program participant, because of that employee, student, or participant's race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, or marital status. A breach of this covenant may be regarded as a material breach of the contract.

12.17 **Entire Agreement.** This Employee Management Services Agreement and the attached Addendum to this Agreement, dated November 14, 2023, or upon notice from the City of Muskegon Heights Public School Board of Education that it will not disapprove this Agreement, whichever is later, constitute the entire agreement between the parties with regard to the subject matter herein. No prior oral or written agreement, practice, or course of dealing between the parties relating to the subject matter herein shall supersede this Agreement and the attached Addendum. Notwithstanding anything in this Agreement to the contrary, to the extent there is conflict between the language of this Agreement and the Addendum, the language of the Addendum shall control.

IN SIGNING THIS AGREEMENT, the Parties have agreed to comply with all terms of the Agreement and all applicable laws.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below. This Agreement is effective November 14, 2023, but only after review and notice that MHPS does not disapprove this Agreement, whichever occurs later.

Muskegon Heights Public School Academy System
Board President
2441 Sanford Street

Muskegon Heights, MI 49444

S1S
Shannon Smith, President
41000 Woodward, Suite 350 E
Bloomfield Hills, MI 48304

Muskegon Heights Public School Academy System
a Michigan public school academy

By: _____
Leslie Kitchen-Slater

Its: Board President

Dated: 12/6/23

S1S,
a Michigan LLC

By: _____
Shannon Smith
Belinda Hicks

Its: President

Dated: 12/6/23

ADDENDUM

TO SCHOOL SERVICES AGREEMENT DATED EFFECTIVE AS OF NOVEMBER 14, 2023, OR UPON NOTICE FROM THE CITY OF MUSKEGON HEIGHTS PUBLIC SCHOOL BOARD OF EDUCATION THAT IT WILL NOT DISAPPROVE THIS AGREEMENT, WHICHEVER IS LATER, BY AND BETWEEN MUSKEGON HEIGHTS PUBLIC SCHOOL ACADEMY SYSTEM, A MICHIGAN PUBLIC SCHOOL ACADEMY AND S1S

This Addendum (this "Addendum") to the above-entitled School Services Agreement (the "Agreement") is effective November 14, 2023, or upon notice from the City of Muskegon Heights Public School Board of Education that it will not disapprove this Agreement, whichever is later, by and between Muskegon Heights Public School Academy, a Michigan public school academy (the "Academy") and S1S, a Michigan limited liability company ("S1S") with reference to the following:

RECITALS:

WHEREAS, the parties have entered into the above-referenced Agreement with respect to provision by S1S to the Academy of human resource related administrative services and Worksite Employees; and

WHEREAS, the parties desire to supplement certain provisions of the Agreement to reflect their mutual understanding as to certain agreed-upon changes; and

WHEREAS, all capitalized terms herein, unless otherwise defined or modified hereby, shall have the same meaning for such terms as set forth in the Agreement.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. With the exception of Academy employees and the Academy's Superintendent (who shall maintain the right to direct efforts to meet the Board of Director's academic and non-academic goals), the Academy Board shall have no authority to hire, direct, supervise, evaluate, discipline or terminate Worksite Employees, as defined in Article II of the School Services Agreement.

2. <u>On-Site Supervision and Worksite Employee Evaluation.</u> Because the accountability of S1S to the Academy is an essential foundation of this partnership and is critical to its success, S1S will have the authority, consistent with state law, to oversee and supervise the Academy. S1S shall supervise and evaluate all school leaders and personnel, shall act as the instructional and operational leader of the Academy, and will collaborate with the Superintendent regarding Academy functions as described and directed by the Board of Directors. S1S shall bear the responsibility to coordinate and monitor the supervision of S1S and contracted administrators, teachers, support staff, maintenance, and other personnel, and the other duties and responsibilities of S1S. S1S shall have the responsibility to coordinate and monitor the evaluation and supervision of teachers, administrators (other than the Superintendent), support staff, maintenance, and any other Worksite Employees or contractors assigned by S1S to work at the Academy. S1S shall determine the procedures to be followed by Worksite Employees in the day-to-day performance of their job duties so long as the procedures do not violate Board policy or State law.

3. <u>Worksite Employee Handbook and Policies</u>. S1S shall provide the Academy with its handbook of personnel policies and procedures, which policies and procedures guide S1S

with respect to the discipline, layoff, or termination of Worksite Employees. If a Worksite Employee has an issue, need, or dispute regarding a co-worker, a student, parent, or any other matter, the Worksite Employee shall first bring the problem or dispute to the attention of the designated S1S onsite manager. If the problem or dispute is not resolved in a reasonable time period, the Worksite Employee shall notify S1S Central Office and the Superintendent. If the issue continues and is related to a co-worker, the issue is to be resolved by S1S. If the issue continues and is related to a student or parent, the issue shall be resolved by the Superintendent or referred to the Academy Board.

4. Personnel Issues. In the event the Academy becomes dissatisfied with the performance of any individual Worksite Employee, the Academy shall notify S1S, in writing, setting forth the nature of the dissatisfaction, the proposed remedial action, and any specific action requested. Upon receipt of such notice from the Academy, S1S agrees to promptly review and take specific action that S1S deems appropriate; provided, however, that the Academy may request S1S to reassign the Worksite Employee from the Academy's premises. S1S is the sole and final decision maker regarding the termination of any S1S Worksite Employee.

5. Governmental Immunity. The Agreement does not in any way require or restrict the Academy Board's right to assert, waive, or not waive its governmental immunity.

6. Deposit of Funds. No provision of the Agreement shall affect the right of the Academy Board Treasurer's legal obligation to direct that the deposit of all funds received by the Academy be placed in the Academy's depository account as required by law. The signatories on the Academy's accounts shall solely be properly designated Academy Board member(s) or Academy Board employees. Interest income earned on the Academy's depository accounts shall accrue to the Academy.

7. Payment. The Academy Board shall either pay or reimburse S1S for approved fees or expenses upon properly presented documentation and approval by the Academy Board. The Academy Board may advance funds to S1S for the fees or expenses associated with the Academy's operation provided that satisfactory documentation for the fees and expenses are supplied for Academy Board ratification. No corporate costs of S1S shall be charged to or reimbursed by the Academy.

8. Academy Records. The financial, educational, and student records pertaining to the Academy are Academy property and shall be kept confidential, subject to FOIA and the Code. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. Except as permitted under the Contract and applicable law, this Agreement shall not restrict the public's access to Academy records. All records should be kept in accordance with applicable State and Federal requirements.

9. Access to S1S Records. All financial and other records of S1S related to the Academy shall be made available to the Academy, the Authorizer upon request, and the Academy's independent auditor, who shall be solely selected by the Academy Board. S1S shall not select, retain, evaluate, or replace the independent auditor for the Academy.

10. Purchases. All equipment, materials, and supplies purchased by S1S on behalf of or as an agent of the Academy, shall be and remain the property of the Academy. S1S agrees to comply with the Code including, but not limited to, Sections 1267 and 1274 of the Code, MCL 380.1267 and MCL 380.1274, as if the Academy were making these purchases directly from a third-party supplier. Purchases will only be made with Board of Directors approval. If S1S procures equipment, materials, and supplies, S1S shall not add any fees or charges to the cost of the equipment, materials, and supplies purchased from a third-party supplier.

11. Proprietary Rights. All curriculum and educational materials that (i) are both directly developed and paid for by the Academy; or (ii) were developed by S1S at the direction of the Academy Board with Academy funds, shall be the sole proprietary property of the Academy. Those curriculum or educational materials previously developed or copyrighted by S1S, or that are developed by S1S from funds from the Academy paid to S1S as part of S1S's fee for services, shall be the sole proprietary property of S1S. All educational materials, from any source, as well as teaching techniques used by the Academy, are subject to disclosure under the Code and FOIA.

12. Personnel Responsibility. S1S shall be exclusively responsible and liable for the administration and the provision of benefits, salaries, workers' disability compensation, unemployment compensation, and liability insurance for its Worksite Employees leased to the Academy or working on Academy operations. S1S shall also be responsible for the maintenance of Worksite Employees' personnel files and all other employee records required by state and/or federal law and the Charter Contract for S1S's Worksite Employees and any other S1S employees working on Academy operations.

13. Marketing and Development. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program as approved by the Academy Board and shall not include any costs for the marketing and development of the business of S1S.

14. Performance Evaluation of S1S. The Academy Board, in cooperation with S1S, shall develop and implement a process for the review and evaluation of the performance by S1S under the Agreement that provides an outline of how S1S will be held accountable for fulfilling the obligations established in the S1S agreement. The Academy Board shall communicate in writing to S1S the results of any such performance review. The performance evaluation shall be reviewed at an Academy Board meeting and shall be submitted to the Charter Compliance Office in accordance with the Master Calendar of Reporting Requirements schedule. The performance evaluation system must be in place no later than January 1, 2023. If S1S does not meet the performance evaluation goals outlined by the parties, S1S may be subject to termination procedures outlined in this Agreement.

15. Compliance with the Academy's Contract. S1S 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 Charter Contract issued by the City of Muskegon Heights Public Schools Board of Education. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement. Any additional costs of compliance because of changes mandated by MHPS will be borne by the Academy and S1S equally, provided that any additional costs to S1S shall be limited to its duties and obligations under this Agreement. The Academy and S1S enter into this Agreement with the full understanding that the Educational Service Provider Policies (the "Policies"), if any, issued by MHPS's Board of Education may undergo revisions. The Academy and S1S agree to amend the Agreement within sixty (60) days of the effective date of MHPS's revised Educational Service Provider Policies, if any, to conform with such new policies, or as soon as mandated by MHPS.

16. Compliance with Section 503c. At least annually, S1S shall 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, MCL 388.1618(2), for the most recent school fiscal year in which the information is available. Within thirty (30) days of receipt of this information

under section 18(2), the Academy Board shall make this information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in Section 503c of the Code shall have the same meaning in this Agreement.

17. Agreement Coterminous with the Academy's Contract. If the Academy's Contract issued by the MHPS Board is suspended, revoked, or terminated, or a new charter contract is not issued to the Academy after the 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 and the Academy shall have no further obligations hereunder.

18. Compliance with Section 12.19 of Contract Terms and Conditions. S1S shall make information concerning the operation and management of the Academy available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under Section 12.19 of the Contract Terms and Conditions.

19. Supplemental School Services. In addition to services relating to human resource personnel, administrative services, and worksite employees, S1S will also provide 1. Business management services; 2. Pupil accounting services; and 3. Leadership and instructional coaching services.

BUSINESS MANAGEMENT SERVICES

Business management services for Muskegon Heights Public School Academy System (MHPSAS) will be completed in compliance with the Michigan Department of Education and the Michigan Department of Treasury guidelines.

S1S will provide MHPSAS with a Confidentiality Agreement assuring the Academy that S1S, its employees, contractors or representatives, will not divulge information regarding MHPSAS without the express consent of the Board of Directors or its designee.

S1S will plan to operate with the MUNIS system and will obtain proper training in the MUNIS system to the extent necessary for S1S to manage finances pursuant to this Agreement
. SIS agrees that the Intermediate School MHPS (ISD) and Compliance Manager have access to finances through this system and that the ISD and Compliance Manager will maintain the ability to track financial matters.

A Business Office Liaison will be assigned at the Academy, with the responsibility to coordinate communication with the internal staff at the Academy. This assigned liaison will be responsible for the assigned day-to-day controller duties. Duties to be performed are:

(1) Financial Operations

- Responsible for the creation, as approved by the Board of Directors, and monitoring of the annual general fund operating budget for the Academy.
- Responsible for monitoring budget appropriations on a monthly basis to ensure all operational expenditures are within adopted budget allocations.
- Responsible for all periodic budget amendments in compliance with State of Michigan and charter compliance guidelines.

- Provide fiscal approval for all school related expenditures and allocate funds within the operating budget amounts.
- Responsible for ensuring the final adopted budget is within 1% of the actual final budget through close monitoring of year-end expenditures.
- Maintain an appropriate fund balance per all state and federal requirements.
- Responsible for monitoring and reporting any State aid or revenue adjustments and completing budget amendments to be approved by the Board of Directors.
- Responsible for supporting an independent financial audit, required at least annually, through a certified public accountant acting in accordance with generally accepted governmental auditing principles.

(2) State & Federal Revenue

- Responsible for grant expenditures related to all State, local and federal revenue allocated to the Academy.
- Responsible for tracking and properly allocating all federal program funds to appropriate categories in compliance with applicable State and federal guidelines.
- Responsible for compliance with Title I independent auditor requests as mandated by the Office of Field Services.

(3) School Related Expenditures

- Responsible for tracking expenditures in compliance with Board adopted policies and procedures for purchasing.
- Provide timely feedback to school administration and the Board on budget-related matters.
- Responsible for ensuring the most cost-effective means of allocating resources throughout the Academy.
- Ensures compliance with Board Procurement Policies, and State and federal bid requirements for vendor contracts.
- Responsible for periodic review of all expenditures to prevent negative spending or allocations within all budget line items.
- Will be fiscally prudent to ensure that the Academy maintains a positive fund balance of at least 5% as consistent with State guidelines.

(4) Fiscal Operations

- Responsible for monthly cash flow analysis to prepare all recurring, vendor, and payment arrangements on behalf of the Academy.
- Responsible for the bi-weekly review/approval of payroll through the review of payroll time reports completed by payroll personnel. Payroll approval will be provided to third-party payroll vendor.
- Responsible for General ledger posting and reconciliation of all payroll-related expenditures on a bi-weekly/monthly basis.

- Responsible for general ledger posting and reconciliation of all monthly expenditures related to the Academy. Such transactions include credit card payments, checks, direct payments, and reimbursements.
- Responsible for preparing an annual Cash Flow Worksheet for the upcoming fiscal year in estimation of the required borrowing.
- Responsible for preparing and completing annual State Aid borrowing agreements with various financial institutions.

(5) Financial Reporting

- Responsible for the preparation of monthly financial statements which include 1) an object-level detailed statement of revenues and expenditures; 2) a Budget to Actual Summary to be presented to the Academy Board of Directors at each scheduled monthly meeting; 3) a balance sheet; and 4) changes in fund balance that includes a comparison of budget-to-actual information and an explanation of variances.
- Responsible for the preparation and completion of all quarterly financial statements including, Balance Sheet, Income Statement, Budget to Actual Summary and Quarterly Cash Flow Worksheet
- Responsible for all financial matters related to charter compliance including the timely submission of quarterly financial statements to the charter authorizer.
- Solely responsible for the preparation of all schedules and reports for the annual independent audit in compliance with State and federal accounting guidelines.
- Responsible for scheduling and coordination of independent audit site review and related audit activities.
- Responsible for the submission of the independent audit report to local State and federal departments prior to the State deadline through the completion of all audit-related reporting in a timely manner.
- Responsible for submission of the Financial Information Database (FID) Report to the State of Michigan on an annual basis within the prescribed State deadline.
- Responsible for submission of State of Michigan Year End reporting for grant revenue and federal spending.
- Additional Reporting as requested by financial institutions.

6) Other Duties Include

- Responsible for maintaining communication and correspondence with legal counsel.
- Responsible for providing a comprehensive weekly report to the management organization relative to school business matters.
- Excellent written and oral skills are essential for the performance of business duties.

- Responsible for the fiduciary review of all short-term and long-term contractual agreements to align such agreements within appropriate budget allocations.
- Will be proficient in communicating with bank and financial professionals within business and industry.
- Demonstrate clear, concise, correct communication both written and oral.
- Complete and Submit all assignments and tasks on time.
- Report to the Academy at least monthly or as agreed upon.

o The majority of the work will be performed remotely/virtually. The controller will be on-site as he/she determines necessary and will continue duties at a remote location at other times. 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 essential functions. S1S reserves the right to perform limited functions off-site, other than instruction unless prohibited by the Contract and applicable law. Functions that may be performed off-site may include but are not limited to purchasing, professional development, and administrative functions, student records shall be maintained on-site and remain the property of the Academy.

S1S's financial partners include:

Accounting
Brian R. Weiland & Associates, P.C.
Joe Stolnicki
3080 Dixie Highway, Suite C,
Waterford, MI 48328
248-618-7000

Financial
Citizens Bank
Rasha Imad
3132 Woodward Ave.,
Detroit, MI 48201

Legal
Law Office of Victor Smith
Victor Smith
Victor.smith@smithlaw.com
410-746-0874
26 South Street
Baltimore MD, 21210

PUPIL ACCOUNTING SERVICES

During the term of the Agreement, S1S shall be responsible to provide Pupil Accounting Services to the Academy in a satisfactory and timely manner and shall devote the time, energy, skills and resources to do so. Such Services shall be as follows:

A. State Reporting

Services will be provided that are necessary for correct and accurate pupil accounting information to be submitted to the state, including the following:

a) General Student Maintenance, transferring in-Academy, and students who exit the Academy. This will be performed through the Michigan Student Data System ("MSDS") system. This is completed between each of the student count dates. This information will also be used for Direct Certification.
b) For each student count period (three per year) Unique Identification Code ("UIC") information for incoming students will be completed and input to the student information system.
c) Before each of the student count periods, a list of students will be provided by the Academy. These lists will include students identified as; homeless, Title 1, LEP, special education, work-based students, part-time scheduled students, and any other student coded as nontraditional.
d) All errors within the MSDS system will be corrected by S1S with the assistance of the pupil accounting assistant. The position of pupil accounting assistant must work at the school location. Contacts by and between the pupil accountant and the pupil accounting assistant are expected and may be frequent at times.
e) All count-day paperwork/electronic information will be sent to S1S by the last day of the tracking period. After this information has been received, an audit response will follow. S1S will contact the pupil accounting assistant to work collaboratively to correct any errors.
f) After all paperwork/electronic documentation has been completed, a copy of the non-certified document(s) will be sent to the pupil accounting assistant at the Academy location. After review, the pupil accounting assistant will send the information back to S1S with a signature that will indicate the file is correct and ready for certification and submission. After the file is certified, a final membership report will be printed out/electronically generated and sent to the academy designee for a signature. This signature will indicate the file has cleared submission.
g) All paperwork/electronic files will then be sent to the local ISD for audit purposes.
h) Bureau of Assessment and Accountability ("BAA") requires at least two submissions in MSDS to preregister the students for State assessments. S1S will generate a monthly transfer in/out document from the student information system and, if needed, will contact the Administrator or designee to confirm enrollment.
i) S1S will assist with the Teacher Student Data Link ("TSDL") report for the Academy with the support of documentation sent by the pupil accountant assistant and the Administrator or designee when needed.

j) S1S will gather the information and complete all reporting requirements for the Graduation/Drop-Out Report, and Yearly Clock Hours Report, maintain and update Educational Entity Master ("EEM"), and Grade Start Readiness Program ("GSRP") collections.

B. Special Education

S1S will work with the special education coordinator or designee in gathering all information via special education reporting. This will give an accurate account of students to be input to the special educational module on the student information system. S1S will be required to have access to special education/IEP systems to ensure accurate FTE special education counts. This student information will then be uploaded to the state MSDS site. A report of students will then be sent to the special education coordinator or designee for confirmation before certifying. This student information must also be updated during the student count period and verified using the worksheet B. This information is imported into the workbook.

C. Section 25 Reporting

S1S will generate the state reports for the Academy. This will be done on a monthly basis to report all entering students and all exiting students.

D. Academy Responsibilities. The Academy agrees to:

a. Provide S1S with information in a timely manner that is necessary and required for S1S to perform its duties and obligations under this Agreement.
b. Consult with S1S when scheduling meetings which representatives from S1S are to attend.
c. Process timely payments for services.

S1S,
a Michigan LLC

BY: _____
Shannon Smith
Belinda Hicks
Co-Owners

DATE: 12/6/23

MUSKEGON HEIGHTS PUBLIC SCHOOL ACADEMY SYSTEM,

a Michigan public school academy

BY: _____
Leslie Kitchen-Slater
MHPS Board President

DATE: 12/6/23

CERTIFICATE RELATED TO TAX MATTERS

S1S (the "Company") and the Muskegon Heights Public School Academy System (the "Academy") hereby certify as follows, with regard to its performance under the Employee Management Services Agreement (the "Agreement"). These representations are deemed to be incorporated into the Agreement and binding upon the parties:

(A) The Company's compensation under the Agreement is reasonable and is not based, in whole or in part, on a share of the net profits and/or a share of the net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property;

(B) The Agreement does not pass along to the Company the burden of bearing any share of the net losses from the operation of the Academy or upon the disposition, damage, or destruction of the Academy's property;

(C) The term of the Agreement is not greater than 30 years or 80 percent of the useful life of the Academy's tax-exempt bond-financed school facility (if shorter) including all renewal options;

(D) The Academy bears the risk of loss upon the disposition, damage, or destruction of the Academy's property; and

(E) The Company is not entitled to and will not take any federal tax position that is inconsistent with being a service provider under this Agreement to the Academy.

Further, with regard to governance;

(A) Zero percent of the voting power of the governing body of the PSA shall be vested in the directors, officers, shareholders, partners, members, and employees of the service provider, in the aggregate;

(B) The governing body of the PSA does not include an employee of, or the chairperson (or equivalent executive) of, the service provider's governing body; and

(C) The S1S onsite [illegible] and the chief executive officer of the PSA or any of the PSA's related parties (as defined in §1.150-1(b)).

S1S

By: Shannon Smith, Belinda Hicks
Its: Co-Owners

Date: 12/6/23

SECTION B

EDUCATIONAL GOAL AND RELATED MEASURES

Educational Goal and Related Measures

1) 15% of students will meet/exceed their NWEA growth targets in both Reading and Math
2) Reduce chronic absenteeism in PowerSchool by 15%
3) Increase student testing outcomes on the MSTEP by 15%
4) Increase implementation of site-based parent involvement plan by 5%
5) Increase parental involvement on the Superintendent Stakeholders Committee by 15%
6) Increase student Enrollment 5% by Grade Level 2024-2025

SECTION C

CURRICULUM

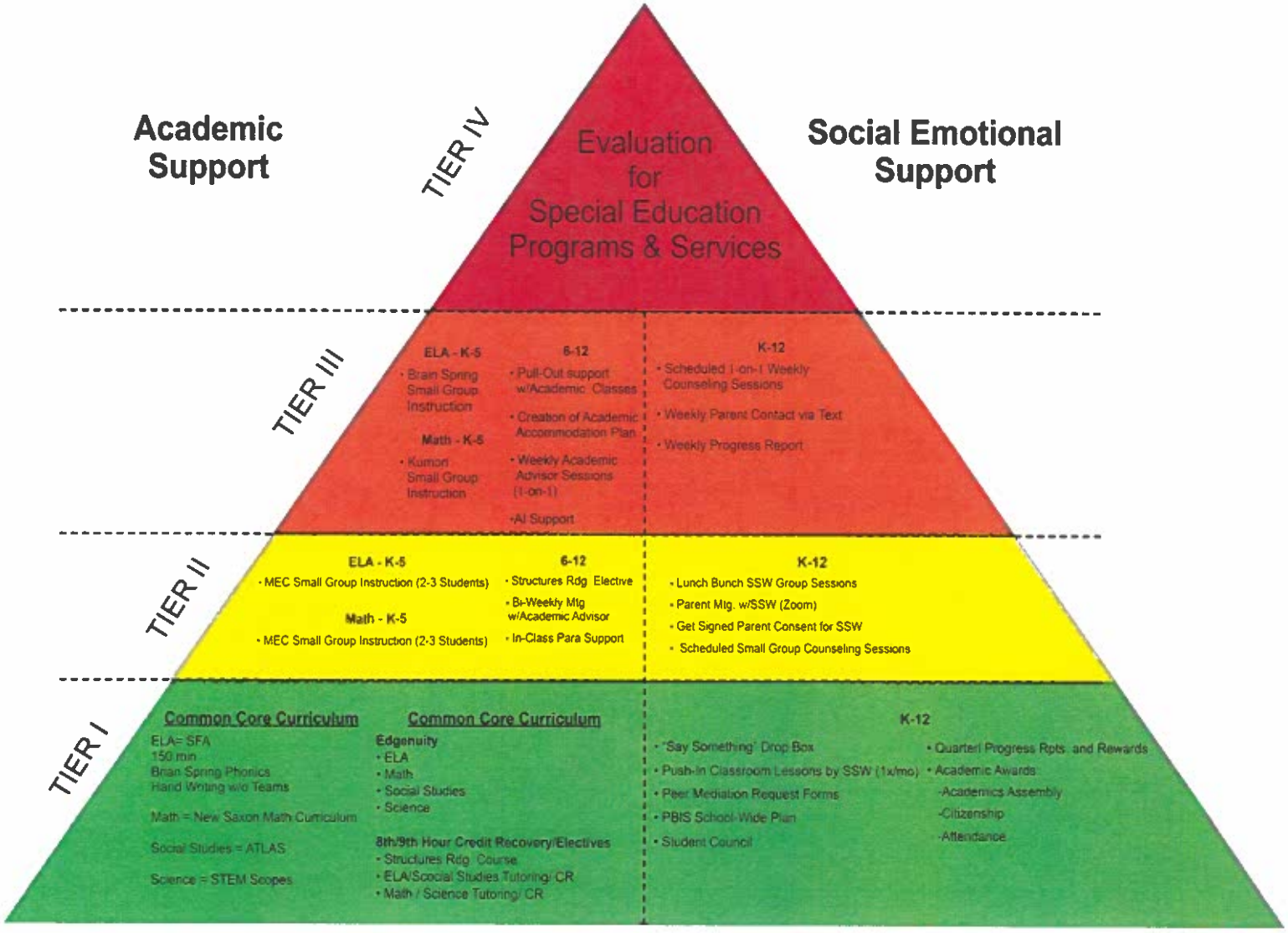
CURRICULUM DESCRIPTION

2023-2024

square 1 strategy group

MH TIGERS

MTSS Structure for Muskegon Heights Reconfiguration



Curriculum Description

Student Supports

Square 1 Strategy Group meets students "where they are" and creates individualized learning plans to provide direction for academic success through Exact path, Lightening squad, Theme Reads, Cleo and Theo to name a few. Support services including blended learning instruction, school day and after-school tutors to name a few.

When children, teachers, and parents know what is expected of them, they are better able to meet those expectations. With this in mind, a total curriculum based on Michigan's Core Curriculum, has been developed for New Paradigm For Education. The State Board of Education has developed the Core Curriculum Expectation, which contains objectives in language arts, mathematics, social studies, science, technology, visual arts, music, health, forensic, and physical education, and Foreign Language. Many of the curriculum resources are available through our intranet SOURCE and electronically. The overviews of objectives listed in this document were developed in correlation with MDE expectations and core actions.

*Year 2-curriculum in math, writing, science and social sciences will be layered

READING

Kindergarten: KinderCorner (Success For All)

KinderCorner is a comprehensive kindergarten program based on research indicating that young children learn best when material is delivered holistically rather than in isolation. Using a thematic approach to learning, it addresses all key developmental for early learners. KinderCorner helps children make sense of the world around them, fostering the development of their language, literacy math, and interpersonal and self-help skills, as well as science and social studies concepts. KinderCorner is aligned to the Common Core state standards for literacy. It ensures that every child enters the first grade with the language skills, early literacy, numeric concepts, social skills, self-help skills and self-confidence necessary for success in the elementary grades.

KinderCorner provides kindergartners with the same type of experiential and child-centered curriculum that is the foundation of PreK. KinderCorner provides a balance between child-initiated activities and teacher-directed instruction, with emphasis given to oral-language and literacy development. It consists of 16 thematic units that are designed to relate to children's lives, interests and surroundings, and introduce them to concepts that are then explored and reviewed through concrete, integrated, theme-related activities.

KinderCorner specifically targets language and literacy development through the discussion of thematic concepts to promote the children's phonological awareness, phonemic awareness and oral-language development. These activities include interactive storytelling, action songs and rhymes, and verbal guessing games. Each day, children choose learning labs and engage in reflection activities to promote their problem-solving skills. Students also read KinderCorner concepts-of-print books, which helps them to develop phonics and other reading-readiness skills.

Beginning halfway through the school year, formal reading instruction is introduced through KinderRoots. With fun lessons and shared stories, students are exposed to the use of sound blending, and strategies for word recognition and text comprehension as they read phonetically controlled text.

Lesson Components

GREETINGS, READINGS, & WRITINGS

welcomes children into the classroom to begin the day with reading, writing, and other meaningful activities.

GATHERING CIRCLE

settles children into a sharing time to promote oral-language development and a sense of community. They learn vocabulary and thematic concepts for the day. Kindergartners are introduced to Getting Along Together skills and strategies that carry on through later grades.

THEME EXPLORATION

introduces the daily content focus through the Daily Message. Students explore thematic concepts through books, background videos, vocabulary, and other interactive activities.

RHYME TIME

promotes phonological and phonemic awareness and supports theme-related vocabulary through rhymes, songs, and games.

STORYTELLING AND RETELLING (STAR)

engages children in wonderful, age-appropriate literature as they make predictions, recall events, and learn new, theme-related vocabulary. The children retell and act out the story and learn story elements through high-level questions.

LEARNING LABS

engages children in play and hands-on exploration as they build their own understandings of thematic concepts and math and literacy skills.

15-MINUTE MATH

engages students in a brief, daily routine of mathematics activities connected to everyday situations.

SNACK/OUTSIDE/GROSS-MOTOR PLAY

enhances children's interpersonal, self-help, and gross-motor skills through interactions with peers and adults.

STEPPING STONES AND KINDERROOTS

provide structured reading instruction. Stepping Stones activities expose children to letter-sound connections, sound blending, segmenting, and concepts of print. The children are then introduced to the KinderRoots Shared Stories to engage in partner reading and repetition of phonetically regular text.

MATH

emphasizes number-concept awareness and math-skills development as students construct their understanding of mathematics by engaging in hands-on, language-based, problem-solving activities.

LET'S DAYDREAM

provides poetry or beautiful prose filled with imagery that children listen to as they rest.

WRITE AWAY has children writing about whatever they wish or responding to theme-related suggestions by the teacher.

LET'S THINK ABOUT IT

reinforces skills and concepts that children have learned during the day.

HOME LINK

promotes family involvement in children's education through an activity that links what children learn at school with their life outside of school.

Kindergarten teachers receive all the necessary instructional materials to implement the KinderCorner program, including:

- A KinderCorner Teacher's Manual that provides an overview of the program, including chapters on the curriculum components, teaching reading, teaching strategies, family and teacher support, and assessment.
- Sixteen theme guides, the backbone of KinderCorner, providing daily lesson plans, materials lists, objectives, vocabulary, a detailed description of each component and a letter for parents.
- Four kits containing children's books, posters and other manipulative materials that introduce and support the concepts and vocabulary of each theme.
- Concepts-of-print books. In the early units, students develop reading-readiness skills as they read two colorful concepts-of-print books each week. The books are then sent home to be shared with families. Many of the books are accompanied by colorful Big Book versions to help teachers focus on punctuation and other print features. In later units, Big Books are provided to teach thematic concepts.
- Nineteen KinderCorner Shared Stories. A powerful literacy strand includes colorful stories with decodable text.

- Children's versions help them build a library at home as they master reading.
- Multimedia support – available on DVD or as software for interactive-whiteboard users – offers many fun and engaging
- videos to accompany instruction.
- Interactive-whiteboard software that comes loaded with audio and visual supports to enhance instruction.*
- Rhyme cards, phonics picture cards, activity cards and posters support instruction of new concepts, concepts of print, and/or the children's practice of skills (sorting, classifying and so on).
- Commercial CDs that enhance lessons with fun rhymes and popular songs.
- Math Home Link pages that the children take home to practice their math skills.
- Access to online data tools that assist in tracking student progress and skill mastery.

1st Grade: Roots (Success For All)

Reading Roots 5th Edition is a 90-minute comprehensive program that targets the needs of beginning readers. It is a research-based beginning-reading program that provides a strong base for successful reading through systematic phonics instruction, supported by decodable stories, along with instruction in fluency and comprehension. Reading Roots 4th Edition is aligned to the common sore state standards and targets phonemic awareness, phonics and oral language development beginning in first grade.

Reading Roots also fosters students' love of reading by providing rich literature experiences, extensive oral-language development and thematically focused writing instruction. These objectives are embedded in a fast-paced, engaging and highly effective instructional process.

Students are assessed and regrouped for reading instruction with other students at their reading level every quarter to ensure that they receive the most focused instruction. Students are regrouped across grade and class lines so teachers have the advantage of working with readers at a single instructional level. Reading Roots is built around 48 lessons. Separated into four levels, it supports concept development in oral-language development, phonemic awareness, phonics, word skills, fluency and writing. Second and third grade nonreaders can be regrouped into Reading Roots classes.

Reading Roots provides a strong base for successful reading with its emphasis on systematic phonics instruction through FastTrack Phonics. This instruction is supported by decodable stories, and instruction in fluency and comprehension. Reading Roots also fosters students' love of reading by providing rich literary experiences, extensive oral-language development and thematically focused writing instruction.

Reading Roots lessons feature the following parts:

FASTTRACK PHONICS

FastTrack Phonics is a process designed to review and introduce sounds and their written representations through teacher molding with puppets, chants, and games that keep students engaged.

SHARED STORIES

Shared Stories allow teachers to present new meanings and vocabulary and then guides students through readingwith their partners, adding teacher text where necessary. Colorful Shared Story books are used by students todevelop their decoding, fluency, and comprehension skills.

STORY TELLING AND RETELLING (STAR)

STaR promotes vocabulary and oral-language development through activities, which include: Story Preview, Interactive Story Reading, Story Structure Review, Story Review, Interactive Story Retell, and Story Critiques. Going through the STaR sequence teaches students predicting, clarifying, questioning, summarizing, and visualizing strategies.

LANGUAGE LINKS

Language Links lessons focus on specific skills, like characterization, as applied to their reading. After teacher modeling and guided group practice, using a variety of vocabulary and sentence structures, students complete specific discussion tasks with their partners, teaching them how to use higher-order thinking skills to engage in authentic discussion.

ADVENTURES IN WRITING

Through the Adventures in Writing component, students are able to connect their reading and writing experiences while learning to use a writing process based on the following six steps: prewriting, planning, drafting, checking, polishing, and celebrating.

Reading Roots 4th Edition includes all the elements needed to ensure success: teacher manuals, student materials, initial training for teachers, intensive onsite and telephone coaching, and tools to monitor students progress.

In addition, the following award-winning videos are included to engage and motivate students:

- The Animated Alphabet – cartoons that teach letter-sound correspondence
- The Sound and the Furry – skits starring Alphie the Alligator and his puppet friends help students hear and say sounds
- in words, blend words, spell, read fluently and comprehend what they read.
- Word Plays – video skits that teach the vocabulary from the SFA Shared Stories that are particularly helpful for English
- language learners.
- Reading Roots 4th Edition–Interactive includes a CD of interactive lessons to be used with a whiteboard*. Highlights of
- Reading Roots 4th Edition–Interactive include:
- All media traditionally used with the Roots program (letter key cards, picture cards, word cards, animations, puppet
- skits, word plays, etc.), tightly integrated into lessons so they can be managed and presented by the teacher simply by
- tapping and dragging on the whiteboard.
- The ability to independently choose a lesson from the CD to reteach a reading lesson.
- New computer activities – such as Break-It-Down, Stretch and Read, and Quick Erase – to ensure student motivation
- and engagement.
- Brief professional-development clips that model each lesson segment.

2nd – 6th Grades: Wings (Success For All)

Reading Wings 4th Edition is a research-based reading curriculum that provides 90-minute daily lessons and targets the needs of students reading on a second- through sixth-grade level who have successfully learned to decode but need to develop more sophisticated reading skills. Reading Wings 4th Edition targets comprehension, vocabulary and a love of reading, and is fully aligned to the Common Core state standards.

To ensure that students become proficient readers, Reading Wings uses Success for All's core instructional structures to target vocabulary development, reading comprehension, fluency, oral-language development and written expression by providing students ample opportunities to work with both narrative and expository text.

Targeted Treasure Hunts, a key component of the Reading Wings program, provides instruction focused on targeted reading skills and strategies. All the instruction accompanying each five- or six-day lesson cycle centers around a narrative or expository trade book or basal selection, allowing for background building, specific and technical vocabulary development, utilization of targeted skills, team discussion, relevant writing activities and assessment. Reading Wings also supports reading comprehension through the Savvy Reader. This provides intensive, engaging introductions to each of the four core comprehension strategies – clarifying, questioning, predicting, and summarizing. Additional Savvy Reader lessons provide comprehension strategy instruction throughout the year, reinforced through Targeted Treasure Hunts.

Reading Wings lessons feature the following parts:

TARGETED TREASURE HUNTS

Targeted Treasure Hunts provide instruction in targeted comprehension skills and include vocabulary, fluency, and writing instruction and practice; strategy application continues through the student routines.

TARGETED-SKILL INSTRUCTION

Targeted-skill instruction falls into one of three stages: introduction and definition, prompt and reinforce, or independent use. Program scopes and sequences specify this level and gradually increase level and student responsibility within and across grade levels as they become more adept and independently skillful readers.

THE SAVVY READER

The Savvy Reader provides direct instruction in and practice with specific strategies to engage students and improve their comprehension and overall reading experience. Strategies include clarifying, questioning, predicting, and summarizing.

TIGRRS

TIGRRS provide students with a clear process for understanding expository text.

FLUENCY IN FIVE

During Fluency in Five, teachers model fluency and/or a lack of certain fluency skills to prepare students for partner practice and to earn a fluency score. Students gain further practice by giving feedback through the use of a fluency rubric during video in select lessons.

WORD POWER

Word Power introduces students to word-study skills in all lessons. Word Treasures and visual clues aid students at all levels to understand skills from prefixes to suffixes through Greek and Latin roots and address many standards in the common core.

BOOK CLUB

Book Club allows students to celebrate their self-selected reading! This is the time to showcase what they have read in a creative activity!

ADVENTURES IN WRITING

Through the Adventures in Writing component, students are able to connect their reading and writing experiences while learning to use a writing process based on the following seven steps: planning; drafting; sharing, responding, and revising; editing; rewriting; and celebrating.

Each teacher receives a comprehensive teacher's guide and well-organized lesson guides, powerful video clips for students that introduce critical skills, print and video materials for peer-supported professional development, and ongoing coaching from experienced SFA staff. Reading Wings 4th Edition interactive whiteboard lessons are provided as ActivInspire flipchart files.

7th-12th Grades: Edge (Success For All)

Get an edge with the reading program that has been proven more effective than any other one. The Reading Edge targets the needs of adolescent learners through systematic reading instruction at each student's instructional level. Students develop the skills and strategies to be successful in rigorous subject-area classes, so they can make smooth transitions through their secondary courses.

The Reading Edge includes:

- Lessons that foster creative thinking, problem-solving and innovation.
- Routines, rubrics and structures to guide powerful discussion and teamwork.
- Research units that prepare students for the application of learning.
- Instruction to expand writing skills.
- Integration of social-emotional instruction.
- Professional development for teachers, including online resources.
- Interactive whiteboard compatibility.
- Online data tools and analysis.
- Alignment with 21st century standards.

The goal of the Reading Edge is to prepare students for the rigorous demands of secondary-level content-area reading and writing and to teach students to clearly express and support their ideas with logical and relevant details. As a comprehensive curriculum, it provides a collection of powerful instructional processes that engage students in their reading skills and encourage cognitive elaboration.

MATHEMATICS

K – 5th Grades: Eureka Math

Eureka Math is a complete, PreK–12 curriculum and professional development platform. It follows the focus and coherence of the Common Core State Standards and carefully sequences the mathematical progressions into expertly crafted instructional modules.

The new standards and progressions set the frame. But the instructional shifts that teachers must make to achieve the rigor contained in the CCSS-M is what shaped every aspect of the curriculum. Nowhere are the instructional shifts more evident than in the fluency, application, concept development, and debrief sections that characterize lessons in the PreK–5 grades of Eureka Math. Similarly, Eureka's focus in the middle and high school grades on problem sets, exploration, Socratic discussion, and modeling helps students internalize the true meaning of coherence and fosters deep conceptual understanding.

The curriculum is distinguished not only by its adherence to the CCSS. Eureka Math is based on a theory of teaching math that is proven to work. That theory posits that mathematical knowledge is conveyed most effectively when it is taught in a sequence that follows the "story" of mathematics itself. This is why we call the elementary portion of Eureka Math "A Story of Units," followed by "A Story of Ratios" in middle school, and "A Story of Functions" in high school. Mathematical concepts flow logically from one to the next in this curriculum.

The sequencing has been joined with methods of instruction that have been proven to work, in this nation and abroad. These methods drive student understanding beyond process, to deep mastery of mathematical concepts. The goal of Eureka Math is to produce students who are not merely literate, but fluent, in mathematics.

As extensive as these resources are, Eureka Math is not meant to be prescriptive. Rather, it is offered as a basis for teachers to hone their own craft. Great Minds believes deeply in the ability of teachers and in their central, irreplaceable role in shaping the classroom experience. To support and facilitate that important work, Eureka Math includes:

- ▪ Scaffolding Hints—helping teachers support Response to Intervention (RTI).
- ▪ Embedded Video—demonstrating classroom practices.
- ▪ Consistent Lesson Structure—allowing teachers to focus energy on engaging students in the mathematical story.
- ▪ Convenient Interactivity—progressions-based search functionality to permit navigation between standards and related lessons, linking all lessons in particular standards strand or mathematical progression, and learning trajectory. This functionality also helps teachers identify and remediate gaps in prerequisite knowledge, implement RTI tiers, and provide support for students at a variety of levels.

The latest K–8 reviews from EdReports.org, the independent nonprofit specifically established to vet K–12 curricula, found that Eureka Math remains the clear leader among 20 reviewed math curricula for its focus/coherence, rigor, and usability. EdReports.org released its initial K–8 reviews of widely used math curricula in March 2015. But after pushback from the textbook establishment, it modified its criteria for determining if a curriculum is aligned to the Common Core State Standards and then re-reviewed low-scoring curricula. Since the initial ratings, the organization has released three additional rounds of reviews, the latest this month. Out of 70 possible points per grade, Eureka Math's curricula for elementary grades average 63.0 points, while the next nearest competitor averages just 38.3. In middle school, Eureka Math scores 55.0 points on average, with the nearest competitor scoring 38.3.

Eureka Math connects math to the real world in ways that take the fear out of math and build student confidence—while helping students achieve true understanding lesson by lesson and year after year. The team of teachers and mathematicians who wrote Eureka Math took great care to present mathematics in a logical progression from PK through Grade 12. This coherent approach allows teachers to know what incoming students already have learned and ensures that students are prepared for what comes next. When implemented faithfully, Eureka Math will dramatically reduce gaps in student learning, instill persistence in problem solving, and prepare students to understand advanced math.

Eureka Math serves teachers, administrators, parents, and students with a comprehensive suite of innovative curriculum, in-depth professional development, books, and support materials for everyone involved.

What Eureka Math is and is not

Using real-world problems	*Not* endless exercises without context
Understanding why	*Not* isolated memorization
Explaining your reasoning	*Not* working alone
Doing math in your head	*Not* relying on a calculator

6 – 12th Grades: Illustrative Mathematics

Mathematics is not a spectator sport. Driven by student discourse, IM CertifiedTM curricula are rich, engaging core programs built around focus, coherence, and rigor. Trusted, expert-authored materials were developed to equip all students with the skills they need to thrive in mathematics and are delivered by IM Certified Distribution Partners.

The Illustrative Mathematics curriculum fully meets the core standards using an instructional design that supports teachers in making the content accessible to all learners. The IM 6–8 Math certified curriculum is built on research-based principles to ensure teachers have the tools needed to facilitate student success.

Developing Conceptual Understanding and Procedural Fluency
As each unit progresses, students are systematically introduced to representations, contexts, concepts, language, and notation. As their learning progresses, they make connections between different representations and strategies, consolidating their conceptual understanding, and see and understand more efficient methods of solving problems, supporting the shift toward procedural fluency. The distributed practice problems give students ongoing practice, which also supports developing procedural proficiency.

Applying Mathematics
Students have opportunities to make connections to real-world contexts throughout the materials. Carefully chosen anchor contexts are used to motivate new mathematical concepts, and students have many opportunities to make connections between contexts and the concepts they are learning.

The Five Practices
Selected activities are structured using Five Practices for Orchestrating Productive Mathematical Discussions (Smith & Stein, 2011).

Task Purposes
Different instructional tasks serve different purposes. Examples include:

- ▪ provide experience with a new context
- ▪ introduce a new concept and associated language
- ▪ introduce a new representation
- ▪ formalize the definition of a term for an idea previously encountered informally
- ▪ identify and resolve common mistakes and misconceptions
- ▪ practice using mathematical language
- ▪ work toward mastery of a concept or procedure
- ▪ provide an opportunity to apply mathematics to a modeling or other application problem

WRITING

K – 12th Grades: Step-Up To Writing (Houghton-Mifflin-Harcourt)

Step-Up to Writing is built to support specific standards in the areas of writing, vocabulary, language, reading, and speaking & listening. The intent is to provide the scaffolding and instructional sequence to support all students, no matter their writing ability, in becoming independent writers who write with increasing sophistication.

Step Up to Writing features:

- one of the top picks among educators

- multimodal instruction
- flexible implementation options
- compatibility with any core curriculum
- support for writing across content-areas
- a corpus of proven writing strategies

Additional features include:

- Focus on the specific text types emphasized in state standards—informative/explanatory, argument, and narrative writing
- Grade-level-specific Unit Maps provide a sequence of instructional strategies to reach college and career ready standards, while identifying strategies for differentiation to ensure instruction will meet individual student needs
- Explicit focus is placed on supporting students in producing organized, clear, and coherent writing
- Emphasis on using technology for research and to produce and publish work

The 10 sections of Step-Up are organized into strategies to introduce writing (sections 1, 2, and 3) and strategies to teach the text types and purposes of writing (sections 4–10):

We introduce writing by starting with the strategies in 1, 2, & 3 and continue to incorporate them as needed when teaching each text type.

1. Writing to Improve Reading Comprehension
2. Foundational Writing Skills
3. Vocabulary Acquisition and Use

Assess student abilities when deciding in which order to teach the text types.

4. Informative/Explanatory Writing
5. Opinion/Argument Writing
6. Narrative Writing
7. Research Reports
8. Writing for Assessments
9. Writing for Assessments
10. Writing in Content Areas

<u>Progression of Skills and Common Writing Language Across Grade Levels</u>

Our writing program works with every student at every skill level for many reasons. One is that it creates a common writing language across all grade levels as the skills taught progress within and across the grade bands. A student in kindergarten will be taught to write using the same language and strategies as a student in middle school or high school.

Planning students for real-world writing, Step Up to Writing teaches students to write clear, organized paragraphs, reports, and essays. Through this program, students will learn to break down the writing

process into logical steps and then transfer these skills in logic to longer multi paragraph essays and research reports. Used mainly as a system to teach writing organization, students use color-coded systems and graphic organizers to arrange their writing into main ideas, transitions, details, and conclusions. In 6th grade, students will begin moving from the 5-paragraph essay to the 7-paragraph essay using Step Up to Writing. They will be asked to write cohesive narrative pieces from a variety of genres including tall tales and narrative fiction. Additional projects will include comparative essay and research projects. In their writing, students will utilize the 6 Traits plus 1 of the Write Traits Program to explore voice, audience, sensory language and expanded word knowledge. Solidifying their grasp of Step Up to Writing's 7- paragraph essay, students will develop narrative pieces employing literary and plot devices. Using multiple resources including technology, students will develop research questions and create a final report showing topic arguments and counterarguments. Additionally, students continue using the 6 Traits of Writing program to combine organizational strategies, use details effectively develop strong fluency skills and recognize shades of meaning within similar words. In preparation for high school writing, students will use both the 6 Traits of Writing and Step Up to Writing programs to write a historical expository piece, a narrative story and a research project using critical evaluation of resources. While writing narrative and informational text, students will review audience and purpose and will replicate other authors' styles and patterns.

SCIENCE

K – 12th Grades: StemScopes (Accelerate Learning)

The Next Generation Science Standards are complex and hard to unpack. Built on a digital platform, enhanced by print, and brought to life in hands-on kits, STEMscopes NGSS is an all-in-one STEM solution for the NGSS. Developed over three years, STEMscopes NGSS is rooted in the 5E model, a research-based instructional method that effectively connext the three dimensions of the Next Generation Science Standards: Disciplinary Core Ideas, Science and Engineering practices, and Crosscutting Connections.

STEMscopes NGSS was built from the ground up over the course of two years to demystify the Next Generation Science Standards. From hands-on, inquiry-based investigations to Common Core math and literacy activities, we take the guesswork out of teaching the NGSS.

- The only program written from the ground up, tested by teachers, and based on the wellknown 5E model, a research- based lesson cycle founded on constructivist learning. Built to Each NGSS Standard
- Every NGSS Disciplinary Core Idea, Performance Expectation, Crosscutting Concept, and Science and Engineering Practice is covered. Access Multiple Hands-on Lessons for Every Standard
- Each module for NGSS has 2-5 hands-on activities, including project-based learning, engineering solutions, and virtual investigations. Take Assessment to a New Level
- Innovative claim-evidence-reasoning assessments allow you to accurately gauge your students' depth of knowledge while promoting an environment of inquiry and discourse.

STEMscopes NGSS includes problem-based learning, engineering challenges, scientific investigations, math and literacy connections, and culminating claim-evidence-reasoning assessments as a coherent whole built on:

- **Engaging Students in Real STEM Learning**

  STEMscopes NGSS drives student inquiry and a passion for STEM. Help your students understand the nuances and complexity of the NGSS through scientific investigations, engineering challenges, content connection videos, claim-evidence-reasoning assessments, and more.

- **Empowering the Teacher, School, and District**

  Spending less time planning and more time focusing on helping struggling and advanced learners, through a variety of learning resources. STEMscopes NGSS saves schools and districts money, provides free PD, and constantly evolves based on teachers' feedback.

- **True Alignment to the NGSS**

  Built over three years, STEMscopes NGSS meets all ETSs, CCCs, DCIs, and Scientific and Engineering Practices across all Strands, while considering the language and structure of the PEs to understand the bounds and limitations of what student outputs should be.

STEMscopes is designed to be flexible for use in 1-to-1, blended, and traditional classrooms. The unique digital infrastructure allows us to rapidly change content based on student data, new scientific data, and content created by our in-house teams.

Engaging for students, easy to use for teachers, and proven in the classroom, STEMscopes is a one-stop solution for STEM. With over 25 resources per module, extensive cross-curricular connections, a strong inquiry foundation, and a wide variety of assessments, the possibilities for the STEM classroom are limitless.

• Align Curriculum to the State Standards

• 100% customizable to varying standards.

• Implement the Proven 5E+IA Instructional Model

• Every module in each grade level uses the 5E+IA lesson model, which emphasizes student learning through hands- on science, and includes intervention and acceleration resources.

• Everything a Teacher Needs in One Place

• Analytics, student accounts, an assessment builder, ESL strategies, and teacher guides to support your instruction. 21st Century Technology › E-books and digital journals. › Student app designer. › Drag-and-drop lesson planner.

The STEMscopes digital curriculum is supplemented with hands-on materials kits and print bundles available in Spanish and English— ideal for supporting blended learning and traditional classrooms, at-home connections, literacy, and hands-on investigations. Easy-to-use hands-on materials lists and digital print versions are used with every STEMscopes digital subscription.

SOCIAL STUDIES

K – 12th Grades: MC3 (Atlas Rubicon)

The Michigan School Code requires every local school district to establish a local core curriculum and an aligned instructional program. MAISA has embarked on a collaborative Career and College Readiness (CCRS) Project across all 57 ISDs to develop Career and College Readiness curriculum and resources to support local school implementation. Working in collaboration across the state enables us to gain efficiencies and assure quality products.

The MC3 unit development project included initial unit writing by experienced curriculum writers, piloting in classrooms, and reviews conducted by local and ISD staff across the state. This process provided multiple viewpoints and checks and balances for quality unit content. These units and accompanying lessons and resources are made available to local districts to support the core curriculum implementation.

The need for strong preparation in social studies is as apparent today as it has been in the past. In their Framework for 21st Century Learning (2011), the Partnership for 21st Century Skills identified government and civics, economics, geography, and history among the nine core subjects. Moreover, civic literacy, global awareness, and financial, economic, business, and entrepreneurial literacy are identified among the 21st century interdisciplinary themes. Finally, several of the key life and career skills listed fall firmly if not exclusively in the social studies: students must be able to work independently, be self-directed learners, interact effectively with others, and work effectively in diverse teams. the push for college and career readiness, so evident in the Common Core State Standards, is important, but as the Framework for 21st Century Learning makes clear, equally important is the need to help students ready themselves for their roles as citizens.

Whether they're exploring far-off societies, learning the stories of their own country's origin, or experiencing presidential election history as it happens, students can use HMH's rich social studies programs to broaden their horizons through engaging content and activities that help them truly experience the vivid stories and tapestry of cultures that make up today's world.

MC3 Social Studies inspires students to explore their world. Our K-8 social studies program is designed to prepare students to be college and career ready. We feel there is no better way to get students ready for the global world outside their classroom than through social studies instruction. Social studies is the study of who we've been and where we are going— it's essential to the 21st century classroom and in achieving the Common Core State Standards and the College Career and Civic Life (C3) Framework.

FINE/PERFORMING ARTS and PHYSICAL EDUCATION

K – 12th Grades

Our curriculum program offers a course of instruction in physical education and world cultures. Our curriculum asks students to solve genuine problems that require them to draw on several disciplines to arrive at theanswers. Teachers utilize and implement many techniques and strategies to make education come alive. Students learn by addressing challenging, real-world problems. They read, write, investigate, experiment, and analyze, as well as present ideas through visual arts and a variety of media. Our curriculum stimulates all the senses, draws on a range of skills, and reveals a multitude of talents.

Physical education offers students the opportunity to focus on exercise, nutrition, and sportsmanship. The Physical Education program is designed to help all students build the skills they will need to lead physically active lifestyles. Physical Education involves children in various age-appropriate activities that are aligned with the State of Michigan Standards. Students will be engaged in physical activities that will help them learn motor skills, movement patterns, fitness, and personal, social behaviors and values. During the course of the school year students will learn and practice various physical fitness skills while integrating other subjects such as math, science, writing and reading. Students will participate in team activities to help them learn life skills such as communicating effectively, cooperation and being supportive of others. Students will be assessed in different ways on cognitive, psychomotor and affective objectives. The vision for the health education curriculum is designed through the use of the Michigan Health Education Standards and Benchmarks. Students will build functional knowledge and skills from year to year that are developmentally appropriate. During the school year, students will be engaged in subject areas, which focus on health promotion, disease prevention and principles for personal, family and community health issues. In addition, students will be exposed to subject areas such as accessing information, health behaviors, influences, goal setting, decision making, social skills and advocacy. The curriculum is designed to address these areas of critical health issues in the effort that students will maintain a healthy lifestyle during the school year and beyond.

Edgewood

Grade Level	Content Area	Instructional Tier	Resources	Cost	Funding Source	Contact
K-2	ELA	I	Step Up To Writing	?	CLSD Year 3?	
K-2	ELA	I II	SFA Consumables 3rd Kinder Set Exact Path	$22,150.00 $4657.40 $3899.50 Included in MHA line 3	CLSD Year 3 CLSD Year 3 CLSD Year 3	Amanda Napier/Sue Belt PO created 11/9 for consumables and 3rd Kinder set
K-2	Math	I II	Eureka Exact Path	$13,317.15		Taylor McEvilly 248-907-1065 Taylor.mcevilly@greatminds.org PO created 10/17/23
K-2	Science	I II	STEMscopes In House resource	$15,715.68	General Fund $15,215.68 PD-$500.00 Title II	Karena Bond kbond@acceleratelearning.com PO created 10/20/23
K-2	Social Studies	I II	Atlas Discovery Education	Free Free		
K-2	Behavior		Classdojo	Free	N/A	

Edgewood Inventory 2023-24

Stemscopes PD included in production invoices above:

Margo, each campus has a 1-hour virtual navigation session for science and 3 coaching house (MHA has 3 science coaching hours and 3 match coaching hours along with science nav session)

Eureka PD:

2 3 hour sessions (not sure the grade level)

2 6 hour sessions (not sure grade level

Rev. Dr. Martin Luther King

Line Number	Grade Level	Content Area	Instructional Tier	Resources	Cost	Funding Source	Contact
1M	3-6	ELA/Reading	I	SFA	$26,750	CLSD Year 3	Amanda Pearson
				consumables	$14,144	CLSD Year 3	
		ELA	I	Ready Gen (in lieu of SFA)	Free		PO Created 11/10/23
		Reading	I	Exact Path	Included in MHA line 3		
2M	3-6	Math	I	Eureka (currently using Eureka we have)	$9,787.93	General Fund	Taylor McEvilly 248-907-1065 taylor.mcevilly@greatminds.org
			II	Exact Path			PO created 10/27/23
3M	3-6	Science	I	STEM scopes (standards based supplementing with free online/in house)	$21,309.05	Title II	Karen Bond kbond@acceleratelearning.com PO created 10/20/23
4M	3-6	SS	I	Atlas	Free Not included in MHA line 2		
			II	News ELA			
5M	3-6	Behavior		Class dojo	Free		
6M	3-6	Health		Botvins Life skills Curriculum Information	Free	Public Health Muskegon	Lia Mayerski Mayerskili@com.muskegon.mi.us
7M	3-6	Writing	I	Step-Up to writing	No quote and no access?	CLSD Year 3	?

Muskegon Heights Public School Academy System

Middle School

Line Number	Grade Level	Content Area	Instructional Tier	Resources	Cost	Funding Source	Contact
1	MS	ELA	I	Primary resource: The Reading Edge (SFA)	$0-Services for 7-12 was not part of the contract approved by the BOD on 9.19.23	CLSD Year 3	Amanda Napier and Sue Belt at SFA
2	MS	ELA	II & III	Newsela Premium version	$8,350	CLSD Year 3 11-1-125-3 999-000-7 634-00000-00000	Cassie Fey Cassie.fay@newsela.com PO created 10/16/23
3	MS	ELA	II, III	Exact Path	$10,710.94	CLSD/Title 1 Apex 11-1-113-34 50-000-6014-02651-000000	Cory Rath Cory.rath@edmentum.com PO created 10/16/23
4	MS	ELA	II, III	Study Island	$4,989.52	CLSD Year 3	PO Created 10/16/23
5	MS	Math	I	Eureka	$0 materials in curriculum room	11-1-125-3450-000-6013-02546-000000	Taylor McEvilly 248-907-1065 Taylor.mcevilly@greatminds.org
6	MS	Math	II, III	STEMscopes	$14,855.34	11-1-125-34	Karena Bond
7	MS	Science	I	Inspire Science	$0		
8	MS	Science	II, III	STEMscopes	Included in line 6		
9	MS	SS	I	Newsela Premium	Included in line 2		Kristen Renes krenes@muskegonisd.org
10	MS	SS	II, III	Reading Edge History			

Muskegon Heights Public School Academy System

High School, K-12, & Intervention

Line Number	Grade Level	Content Area	Instructional Tier	Resources	Cost	Funding Source	Contact
1	HS	ELA 9	I	My Perspectives Newsela	Supplies in Curriculum Room Included in MHMS line 2		
2	HS	ELA 9	II, III	Exact Path	Included in MHMS line 3		
3	HS	ELA 9	II & III	Study Island	Included in MHMS line 4		
4	HS	ELA 10 American Lit	I	My Perspectives Newsela	Supplies in Curriculum Room Included in MHMS line 2		
5	HS	ELA 11 British Lit	I	My Perspectives Newsela	Supplies in Curriculum Room Included in MHMS line 2		
6	HS	ELA 12	I	My Perspectives Apex Learning Newsela	Supplies in Curriculum Room Included in MHMS line 3 Included in MHMS line 3	11-1-113-34-50-000-6014-02651-000000	
7	HS	Alg 1	I	Eureka	$0 – Curriculum Room		Taylor McEvilly 248-907-1065 Taylor.mcevilly@greatminds.org
8	HS	Alg 1	II & III	Math Nation	$0 – Free		Kent Higgs
9	HS	Alg 1	II & III	Stemscopes	Included in MHMS line 6		

10	HS	Alg 2	I	Eureka	$0 – Curriculum Room		Taylor McEvilly 248-907-1065 Taylor.mcevilly@greatminds.org
11	HS	Alg 2	II & III	Math Nation	$0 – Free		Kent Higgs
12	HS	Geometry	I	Eureka	Supplies in Curriculum Room		Taylor McEvilly 248-907-1065 Taylor.mcevilly@greatminds.org
13	HS	Geometry	II & III	Math Nation	$0 - Free		Kent Higgs
14	HS	Geometry	II & II	Stemscopes	Not included in quote line		
15	HS	12th grade Math		Dual Enrollment at MCC or Apex Learning	Number of students? Cost per student? Included in MHMS line 3		
16	HS	Biology		Stemscopes	Included in MHMS line 3		
17	HS	Chemistry		Stemscopes	Included in MHMS line 3		
18	HS	Earth Science		Stemscopes	Included in MHMS line 3		
19	HS	Physics		Stemscopes	Included in MHMS line 3		
20	K-12	Data Analytics Tool	I	NWEA	$6,875	21h/CLSD	
22	K-12	SIS Component	I, II, III	Powerschool classroom behavior support (Kickboard) Quote combined with Attendance	$17,505.00 Ongoing annual min $7,713.00	??? 11-1-284-3450-000-0000-00000-000000 used in requisition #2024008 on 10/17/23	Jeff Fielstra Behavior Support (SWIS like) No one in the country is using this according to Jeff Kickboard=Naviance-218.00 Ongoing annual min $8,632. Fees subject to an annual uplift, which will be reflected on the renewal quote.
23	K-12	SIS	I, II, III	Powerschool Attendance (Kinvolve)			
24	Intervention	Math	I	IXL	free		

Kindergarten -12th Grade

Grade Level	Content Area	Instructional Tier	Resources	Cost	Funding Source	Contact
K-2	ELA	I	Step Up To Writing	?	CLSD Year 3?	
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Eureka PD:

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2 6 hour sessions (not sure grade level

Kindergarten -12th Grade

Tool	Content Area	Differentiation	Resources	Cost	Funding Source	Contact
Instructional Tool	All Subjects and all grades		Kahoot for teachers	Free		
K-12		I II	Blooket	Free	CLSD Year 3 CLSD Year 3 CLSD Year 3	Amanda Napier/Sue Belt PO created 11/9 for consumables and 3rd Kinder set
K-12 PD	Math	I	Virtual from Eureka	$7500	Title II	Melissa at Great Minds(no contact info at this moment) No PD if we don't order Eureka materials

SECTION D

METHOD OF PUPIL ASSESSMENT

Square 1 Strategy Group

Assessment Systems for year 1-Anet will be added year 2

Assessments

Michigan Student Test of Educational Progress ("M-STEP")

The M-STEP is a 21st Century test given primarily online each spring and is designed to gauge how well students are mastering state standards. These standards, developed for educators by educators, broadly outline what students should know and be able to do in order to be prepared to enter the workplace, career education training and college. M-STEP results, when combined with classroom work, report cards, local district assessments and other tools, offer a comprehensive view of student progress and achievement.

- To gauge how well students are mastering state/national standards.

PSAT/SAT

The PSAT/SAT is a multiple-choice, pencil-and-paper test created and administered by the College Board. The purpose of the PSAT/SAT is to measure a high school student's readiness for college, and provide colleges with one common data point that can be used to compare all applicants. These assessments are not intended to draw on specific knowledge of course content, rather, they provide an equal opportunity for students from any school to demonstrate their abilities.

Northwest Evaluation Association™ Measures of Academic Progress®—("NWEATM MAP®")

Computer adaptive assessment used to gain baseline, interim and end of year data points. Data is utilized to measure student growth as well as grouping students for instructional reading classes.

- To measure growth within the school year (by student, grade level, school)
- Regrouping for Reading

SchoolCity

An Item bank aligned to the CCSS is utilized to assist in creating summative and formative assessments. These assessments provide actionable data utilized to drive instruction and increase student learning.

- Quarterly Benchmark Assessments
- Determine students level of mastery on specific standards
- Identify student, class and grade level strengths and weakness
- Develop Action Plans and Utilize Data to Drive Instruction

Classroom/Curricular Assessments - Unit Tests, Quizzes, Exit Tickets

Designed to help test your knowledge of unit concepts and information. Quizzes provide instant feedback that helps you determine what students know and what instructional practices are effective.

- Regular classroom data
- Used to make instructional decisions
- Reteach lessons
- Embed strategies in upcoming lessons
- Aligned to pacing and desired student outcomes.

Methods of Accountability

System	Rational	Grade Levels Content	Purpose	Assessment Type/Date
SchoolCity	An Item Bank, aligned to the CCSS is utilized to assist in creating Assessments. These assessments provide actionable data utilized to drive instruction and increase student learning.	Grades K-12: Math and ELA	Quarterly Benchmark Assessments (ECE Only) Determine students level of mastery on specific standards Identify student, class and grade level strengths and weakness Develop Action Plans Utilize Data to Drive Instruction	Summative: Criterion Referenced Semester Finals: January, June
System	**Rational**	**Grade Levels Content**	**Purpose**	**Assessment Type/Date**
NWEA MAP	Computer adaptive assessment used to gain baseline, interim and end of year data points. Data is utilized to measure student growth as well as grouping students for instructional reading classes.	Grades K – 12: Math and Reading	Reading grouping Growth within the school year	Norm Referenced Fall, Winter, and Spring
System	**Rational**	**Grade Levels Content**	**Purpose**	**Assessment Type**
MSTEP State Standardized Assessment	The M-STEP is a 21st Century test given primarily online each spring and is designed to gauge how well students are mastering state standards. These standards, developed for educators by educators, broadly	Grades 3 – 7: ELA and Math Grades 5, 8, 11: Social Studies and Science	To gauge how well students are mastering state/national standards.	Summative: Criterion Referenced Spring

	outline what students should know and be able to do in order to be prepared to enter the workplace, career education training, and college.			
System	**Rational**	**Grade Levels Content**	**Purpose**	**Assessment Type**
PSAT/SAT	The purpose of the PSAT/SAT is to measure a high school student's readiness for college, and provide colleges with one common data point that can be used to compare all applicants.	Grades 8-11 PSAT8/9 PSAT10 SAT EBRW: Evidence-Based Reading and Writing Mathematics	Measure a student's readiness for college.	Norm Reference Spring
System	**Rational**	**Grade Levels Content**	**Purpose**	**Assessment Type**
Curriculum, Unit Tests, Chapter Tests, Exit Tickets	Designed to help you test your knowledge of chapter material. Quizzes provide instant feedback that helps you determine what students know and what instructional practices are effective.	Grades K-12 All Subject Areas	Regular classroom data, used to make instructional decisions; reteach lessons, embed strategies in upcoming lessons, aligned to pacing and desired student outcomes.	Criterion Reference Ongoing
System	**Rational**	**Grade Levels Content**	**Purpose**	**Assessment Type**
SFA Roots Assessment	**The Roots assessment is a benchmark assessment designed to measure growth in reading over time. The assessment components**	**Grades 1-2 Baseline, continue each quarter if student**	**Provides quarterly data for regrouping**	**Summative: Criterion Referenced** **Baseline: September**

	measure Oral language comprehension, and fluency.	is still in Roots	purposes along with identifying students needing intervention or extra support	End of each Quarter

NWEA Assessment Schedule

2023/2024

SY

K-12 Calendar		
Season:	Dates:	Schools:
Fall	September 25 – October 13	Edgewood (K-2) MLK (3-6) MHA (7-12)
Winter	January 15 – January 26	Edgewood (K-2) MLK (3-6) MHA (7-12)
Spring	May 6 – June 7	Edgewood (K-2) MLK (3-6) MHA (7-12)

Spring 2024 Testing Schedule for Summative Assessments

Assessment	Week of															
	2/5-2/9	2/12-2/16	2/19-2/23	2/26-3/1	3/4-3/8	3/11-3/15	3/18-3/22	3/25-3/29	4/1-4/5	4/8-4/12	4/15-4/19	4/22-4/26	4/29-5/3	5/6-5/10	5/13-5/17	5/20-5/24
M-STEP Online										6 weeks						
M-STEP Paper/Pencil										4 weeks						
MI-Access Alternate Assessments										7 weeks						
College Entrance: SAT w/Essay										3 weeks						
Work Skills: ACT WorkKeys										4/11 Only		4/25 Makeup				
Accommodated Testing Windows										Initial 4/11 – 4/24 Makeup 4/25 – 5/1						
PSAT 8/9 (Grade 8)										3 weeks						
PSAT 8/9 (Grade 9)										3 weeks						
PSAT 10 (Grade 10)										3 weeks						
WIDA ACCESS and WIDA Alternate ACCESS for ELLs	7 weeks															

SECTION E

APPLICATION AND ENROLLMENT OF STUDENTS

APPLICATION AND ENROLLMENT OF STUDENTS

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Sections 6.6 and 6.16, the Academy shall comply with the application and enrollment requirements identified in this Schedule.

Enrollment Limits

The Academy will offer kindergarten through twelfth grade. The maximum enrollment shall be 1500 students. The Academy Board will annually adopt maximum enrollment figures prior to its application and enrollment period.

Requirements

Section 504 of the Code provides that public school academies shall not charge tuition and shall not discriminate in its pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a student with a disability, or any other basis that would be illegal if used by a Michigan school district. However, a public school academy may limit admission to pupils who are within a particular range of age or grade level or on any other basis that would be legal if used by a Michigan school district and may give enrollment priority as provided below.

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

The Academy may give enrollment priority to one (1) or more of the following:

- A sibling of a pupil enrolled in the Academy.
- A pupil who transfers to the Academy from another public school pursuant to a matriculation agreement between the Academy and other public school that provides for this enrollment priority, if all of the following requirements are met:
    1. Each public school that enters into the matriculation agreement remains a separate and independent public school.
    2. The Academy shall select at least 5% of its pupils for enrollment using a random selection process.
    3. The matriculation agreement allows any pupil who was enrolled at any time during elementary school in a public school that is party to the matriculation agreement and who was not expelled from the public school to enroll in the public school academy giving enrollment priority under the matriculation agreement.

- A child, including an adopted child or legal ward, of a person who is employed by or at the Academy or who is on the Academy Board.

Matriculation Agreement

- The Academy Board may enter into a matriculation agreement with another public school pursuant to section 504(4) of the Code.
- However, before the Academy Board approves a matriculation agreement, the Academy shall provide a draft copy of the agreement to the Authorizer for review.
- Any matriculation agreement entered into by the Academy shall be added to this Schedule 7f through a contract amendment approved in accordance with Article IX in the Terms and Conditions of this Contract.

Application Process

- The Academy shall make reasonable effort to advertise its enrollment openings.
- The Academy's open enrollment period shall be a minimum of two weeks (14 calendar days) in duration and shall include evening and weekend times.
- The Academy shall accept applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the Academy's next open enrollment period.
- In the event 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 written approval from the Authorizer.

Legal Notice or Advertisement

- The Academy shall provide legal notice or advertisement of the application and enrollment process in a local newspaper of general circulation. A copy of the legal notice or advertisement shall be forwarded to the Authorizer.
- At a minimum, the legal notice or advertisement must include:
    1. The process and/or location(s) for requesting and submitting applications.
    2. The beginning date and the ending date of the application period.
    3. The date, time, and place the random selection drawing(s) will be held, if needed.
- The legal notice or advertisement of the application period shall be designed to inform individuals that are most likely to be interested in attending the Academy.
- 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.

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 sibling preference policy, the re-enrollment notice must also request that the parent or guardian indicate whether a sibling(s) 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:
    1. The number of students who have re-enrolled per grade or grouping level.
    2. The number of siblings seeking admission for the upcoming academic year per grade.
    3. If space is unavailable, the Academy must develop a waiting list for siblings of re-enrolled students.
    4. The number of spaces remaining, per grade, after enrollment of current students and siblings.

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 age grouping level.
- Establish the date, time, place and person to conduct the random selection drawing.
- Notify the Center of both the application period and the date of the random selection drawing, if needed. The Center may have a representative on-site to monitor the random selection drawing process.

The Academy shall use a credible, impartial individual who is not employed by, under contract with, a member of the Board of, or otherwise affiliated with the Academy to conduct the random selection drawing. Further, the Academy shall:

- Conduct the random selection drawing in a manner that is open to parents, community members and members of the public who want to 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.

Muskegon Heights Public School Academy System

ENROLLMENT FORM

(Student's Legal Name (as shown on birth certificate)

_____

(LAST) (FIRST) (MIDDLE)

Birth Date: _____/_____/_____ Sex ____(male) _____(female) Grade Entering _____

Country of Birth _____ If born outside of the USA, year student first started school in the USA _____

Previous School Attended : _____

(School Name) (City/State)

- Is the primary language in your home a language other than English _____ (Yes) _____ (No)
- Is the language most often spoken by your student, a language other than English? _____(Yes) _____(No)
- Is the language that your student first acquired, a language other than English? _____(yes) _____(No)

If you answered yes on any of the above questions, please complete the Home Language Survey Form.

Is your student Hispanic or Latino? _____(Yes) _____(No) What is your student's race (Please check all that apply)

_____ American Indian/Alaskan Native _____ Asian _____ Black/African American _____Native Hawaiian/Other Pacific Islander

_____ Caucasian

Does your family reside in permanent housing? _____ (Yes) _____ (No)

Address: _____

(House Number) (Street) (Apartment/Unit Number)

_____

(City) (State) (Zip Code) (Resident County)

Primary Legal Guardian/(Guardian residing in the home

_____

(Last) (First) (Middle)

Relationship to child: ____ (father) _____ (Mother) _____(Other, please specify) _____

Home Phone: _____ Employer: _____ Work Phone: _____

Cell Phone: _____ Email: _____

Secondary Legal Parent / Guardian residing in the home

_____

(Last) (First) (Middle)

Relationship to child: ____ (father) _____ (Mother) _____(Other, please specify) _____

Home Phone: _____ Employer: _____ Work Phone: _____

Cell Phone: _____ Email: _____

Legal Parent/Guardian NOT living with student

_____

(Last) (First) (Middle)

Address: _____

(House Number) (Street) (City) (State) (Zip Code)

Custody restrictions: Have custody papers been provided to the district ____(Yes) ____(No) Should this person receive mailings? ___(Yes) ____(No)

Muskegon Heights Public School Academy System
ENROLLMENT FORM

Military Service - Is either legal parent/guardian currently serving in the US Military? ____ (Yes) ____(No) If yes, which branch?
_____ (Army) _____(Air Force) _____ (Navy) _____ (Marines) _____ (Coast Guard)

Special education Services: Does your student receive special education services? _____ (Yes) _____(No)
If yes, what type of service does your student receive? Check all that apply
_____ Special Ed classes _____ Speech _____Occupational/physical therapy _____504 Plan _____Other please describe
_____

Suspension/Expulsion Information

Is your child currently suspended, expelled or otherwise excluded from another school / district? _____(Yes) _____ (No)
If yes, why? _____
From what school / district? _____
Date of suspension/Expulsion: _____ Duration of suspension/expulsion: _____
Muskegon Heights Public School Academy System reserves the right to withdraw permission to enroll, if the above statement is found to be untrue.

EMERGENCY CONTACTS

In an emergency, the school may contact and/or release this student to the following adult(s). Please list persons that can be reached by phone. List these individuals in the order you would like contact to be made.

Name: _____ Phone: _____ Relationship: _____
Name: _____ Phone: _____ Relationship: _____
Name: _____ Phone: _____ Relationship: _____
Name: _____ Phone: _____ Relationship: _____

Child's Doctor	Doctor Phone Number	Allergies/Health Condition	Medications

I hereby acknowledge that the information provided on these forms are true and accurate. I understand that it is my responsibility to notify the school office if and when any of the information on this form changes.

_____ _____
(Parent/Guardian Signature (Date)

Muskegon Heights Public School Academy System is committed to a policy of providing equal employment opportunities to all qualified people regardless of economic or social status and will not discriminate on the basis of race, color, ethnic origin, national origin, creed, political belief, sex, sexual orientation, marital status, age, veteran status or physical disability.

This is a Mandatory Enrollment Form for Muskegon Heights Public School Academy System and Must be completed.

Muskegon Heights Public School Academy System

ENROLLMENT FORM

Permissions and Notifications

Photo/Video Permission

I _____Do _____ Do Not Grant permission for Muskegon Heights Public School Academy System to use photographs or videotape of my child(ren) for promotional purposes through broadcast or printed publications. I understand that permission is granted for the duration of my child's enrollment with Muskegon Heights Public School Academy System, unless I withdraw permission in writing at a later date.

_____ _____

(Parent/Guardian Signature) (Date)

Online Courses

I _____Do _____ Do Not Give authorization for my child to take online courses for credit recovery for the purpose of regaining credits for courses currently not offered at MHPSAS.

_____ _____

(Parent/Guardian Signature) (Date)

Muskegon Heights Public School Academy System Responsibility Form

All textbooks are loaned to the students for their use during the school year. They are to be kept clean and handled properly. You will be required to pay for the lost books and for damage beyond that expected with normal proper use.

Parents/Guardians

School lockers are the property of Muskegon Heights Public School Academy System. At no time does Muskegon Heights Public School Academy System relinquish its exclusive control of the lockers for the convenience of the students. Periodic general inspection of lockers may be conducted by school officials, authorized by the building administrator or the Department of Public Safety, for any reason, at any time, without notice, and without student consent. Placing of private lockers on the lockers is prohibited. Any private locks placed on lockers shall be removed by any means necessary without reimbursement. Whenever practical, a student to whom a locker has been assigned, will be notified after a search has been conducted.

Students are responsible to use school equipment, such as computers, musical instruments, laboratory equipment etc., for the purpose intended and according to the teacher's instructions. School property damaged or lost because of misuse, carelessness or malicious destruction, will be the responsibility of the students and his/her family and you will be expected to pay for the repair or replacement.

- Transportation is not guaranteed by Muskegon Heights Public School Academy System and any misbehavior on District busses, may result in the loss of transportation privileges.

I have read the above and understand it is my child's responsibility to keep track of his/her property and to use school materials and equipment properly. I understand it is my responsibility to discuss this policy with my child.

_____ _____

(Parent/Guardian Signature) (Date)

Muskegon Heights Public School Academy System is committed to a policy of providing equal employment opportunities to all qualified people regardless of economic or social status and will not discriminate on the basis of race, color, ethnic origin, national origin, creed, political belief, sex, sexual orientation, marital status, age, veteran status or physical disability.

Muskegon Heights Public School Academy System

2441 Sanford Street * Muskegon Heights, Michigan 49444
Phone 231-830-3703 * Fax 231-830-3755

REQUEST for STUDENT RECORDS

Date of Request: _____

TO (Previous School): _____

Address: _____

Fax Number: _____

_____
(Parent/Guardian Signature)

34 CFR-99.31 allows for records disclosure, without parental consent, between educational agencies with legitimate interests.

This is an official request for the release of the school records for:

_____
Student Last Name **First** **Middle Initial**

_____ _____
Birthdate **Grade Entering**

Please fax or email the following records ASAP:

- ☐ **Report Card**
- ☐ **Transcripts**
- ☐ **Discipline records**
- ☐ **Attendance records**
- ☐ **Special education records (IEP, Psychological Eval. MET if applicable)**
- ☐ **Immunizations**
- ☐ **Birth Certificate**

Staff Requesting Record: _____

Fax Number : _____

Email Address: _____

INSTRUCTIONS FOR COMPLETING THE EDUCATION BENEFITS FORM

This form is used to determine eligibility for state benefits for which your child(ren)'s school may qualify. Please complete, sign, and return this form to your child's school.

IF ANY MEMBER OF YOUR HOUSEHOLD RECEIVES BENEFITS FROM THE FOOD ASSISTANCE PROGRAM (FAP), FAMILY INDEPENDENCE PROGRAM (FIP), OR FDPIR PLEASE FOLLOW THESE INSTRUCTIONS:

Part A: Student Information - For each student in the household Pre-K through 12th grade, list the last name, first name, grade level, school, and H if homeless, M if Migrant, R if Runaway or F if a Foster Child.

Part B: Benefits Received: If any household member, including adults, receives Food Assistance Program (FAP), Family Independence Program (FIP), or Food Distribution Program on Indian Reservations (FDPIR), provide the name and case number. Bridge Card Numbers and Medicaid Numbers are NOT ACCEPTABLE case numbers.

Part C: Size of Family - Enter the total number of individuals living in your household. This should include all children and adults, related and un-related, that live in a single dwelling and share income and expenses.

Part D: Total Monthly Household Income - Skip this part

Part E: Certification - Sign the form. Print your name and Date.

IF YOUR HOUSEHOLD DOES NOT RECEIVE BENEFITS FROM THE FOOD ASSISTANCE PROGRAM (FAP), FAMILY INDEPENDENCE PROGRAM (FIP), OR FDPIR PLEASE FOLLOW THESE INSTRUCTIONS:

Part A: Student Information - For each student in the household Pre-K through 12th grade, list the last name, first name, grade level, school, and H if homeless, M if Migrant, R if Runaway or F if a Foster Child.

Part B: Benefits Received: Skip this part.

Part C: Size of Family - Enter the total number of individuals living in your household. This should include all children and adults, related and un-related, that live in a single dwelling and share income and expenses.

Part D: Total Monthly Household Income - Enter monthly income for all household members for each type of income that applies. The amount should be before any deductions for taxes, insurance, medical expenses, child support, etc. If you have no income for a category, circle NONE. Add lines though 1 through 6 and enter the Total Monthly Household Income.

Part E: Certification - Sign the form. Print your name, date, and contact information.

EDUCATION BENEFITS FORM SY 2023 - 20 24

District: **Muskegon Height Public School Academy** School:

PART A: STUDENT INFORMATION – Complete for each student Pre-K through 12th Grade

Student's Last Name	Student's First Name	Grade Level	School	Identify **H** if Homeless **M** if Migrant **R** if Runaway **F** if Foster

If you need additional lines, attach a second sheet to this report or attach a copy of this report clearly marked as a Page 2.

PART B: BENEFITS RECEIVED - If any member of your household receives Food Assistance Program (FAP), Family Independence Program (FIP), or FDPIR, provide the name and case number for the person who receives benefits. Bridge Card Numbers and Medicaid Numbers are NOT ACCEPTABLE case numbers.

Name: _____ Case Number: ___ ___ ___ ___ ___ ___ ___ ___ ___

PART C: HOUSEHOLD SIZE - Enter the total number of individuals living in your household, including all adults and children → _____

PART D: TOTAL MONTHLY HOUSEHOLD INCOME – Report income for all members of household excluding Foster Children. If you have reported a case number above, you do not need to fill in this section. Move on to PART E.

Type of Income	Income	Circle if None
1. Gross Monthly Earnings: Wages, Salary, Commissions	$	None
2. Monthly Welfare Payments, Child Support, Alimony	$	None
3. Monthly Payments from Pensions, Retirement, Social Security	$	None
4. Monthly Dividends or Interest on Savings	$	None
5. Monthly Worker's Compensation, Unemployment, Strike Benefits	$	None
6. Other Monthly Income (SSI, VA, Disability, Farm, other)	$	None
Total Monthly Household Income (Add lines 1-6)	$	

PART E: CERTIFICATION - The head of household or adult designee who completed this form must complete this certification section.

I certify (promise) that all information on this form is true and that all income is reported to the best of my knowledge. I understand that this form may impact the amount of State or Federal funding allocated to my local school district. I understand that the information I have provided may be verified.

_____ _____ _____
(Signature) (Printed Name) (Date)

_____ _____ _____
(Address) (City) (Zip)

_____ _____ _____
(Email Address) Home Phone) (Work Phone)

Do NOT fill out this section. This is for school use only.
Status: F _____ R _____ N _____ Determining Official's Signature: _____ Date: _____

Muskegon Heights Public School Academy System
ENROLLMENT FORM

Home Language Survey

To ensure that all students receive the education services they need, the law requires us to ask questions about the students' language background. The answers to the questions below will tell us if a student's proficiency in English should be evaluated and help us to ensure that all important opportunities to receive programs and services are offered to students who need them. Please complete the form below and submit it with your enrollment form.

Student's Legal Name

_____

(Last) (First) (Middle)

1. **What are the primary languages used in the home regardless of the language spoken by the student? (select up to three)**

_____ Arabic	_____ Hmong	_____ Spanish
_____ Burmese/Chin/Karen/Karenni	_____ Kinyarwanda	_____ Swahili
_____ English	_____ Kirundi	_____ Urdu
_____ Farsi/Dari/Persian	_____ Nepali	_____ Vietnamese
_____ French	_____ Pashto/Pushto	_____ Other (please specify)
_____ Hindi	_____ Somali	_____

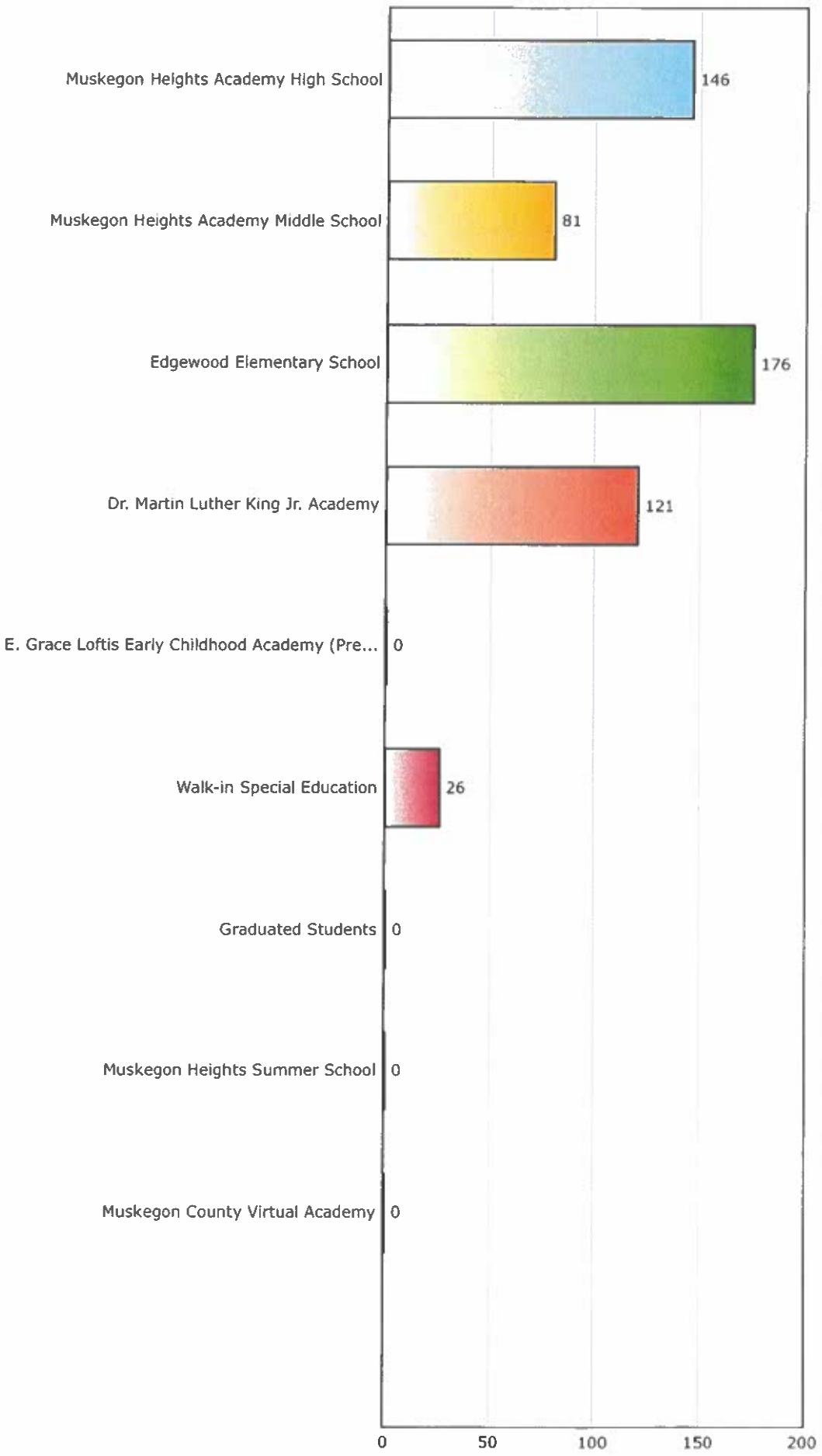
2. **What is the language most often spoken by the student? (select only one)**

_____ Arabic	_____ Hmong	_____ Spanish
_____ Burmese/Chin/Karen/Karenni	_____ Kinyarwanda	_____ Swahili
_____ English	_____ Kirundi	_____ Urdu
_____ Farsi/Dari/Persian	_____ Nepali	_____ Vietnamese
_____ French	_____ Pashto/Pushto	_____ Other (please specify)
_____ Hindi	_____ Somali	_____

3. **What is the language the student first acquired? (select only one)**

_____ Arabic	_____ Hmong	_____ Spanish
_____ Burmese/Chin/Karen/Karenni	_____ Kinyarwanda	_____ Swahili
_____ English	_____ Kirundi	_____ Urdu
_____ Farsi/Dari/Persian	_____ Nepali	_____ Vietnamese
_____ French	_____ Pashto/Pushto	_____ Other (please specify)
_____ Hindi	_____ Somali	_____

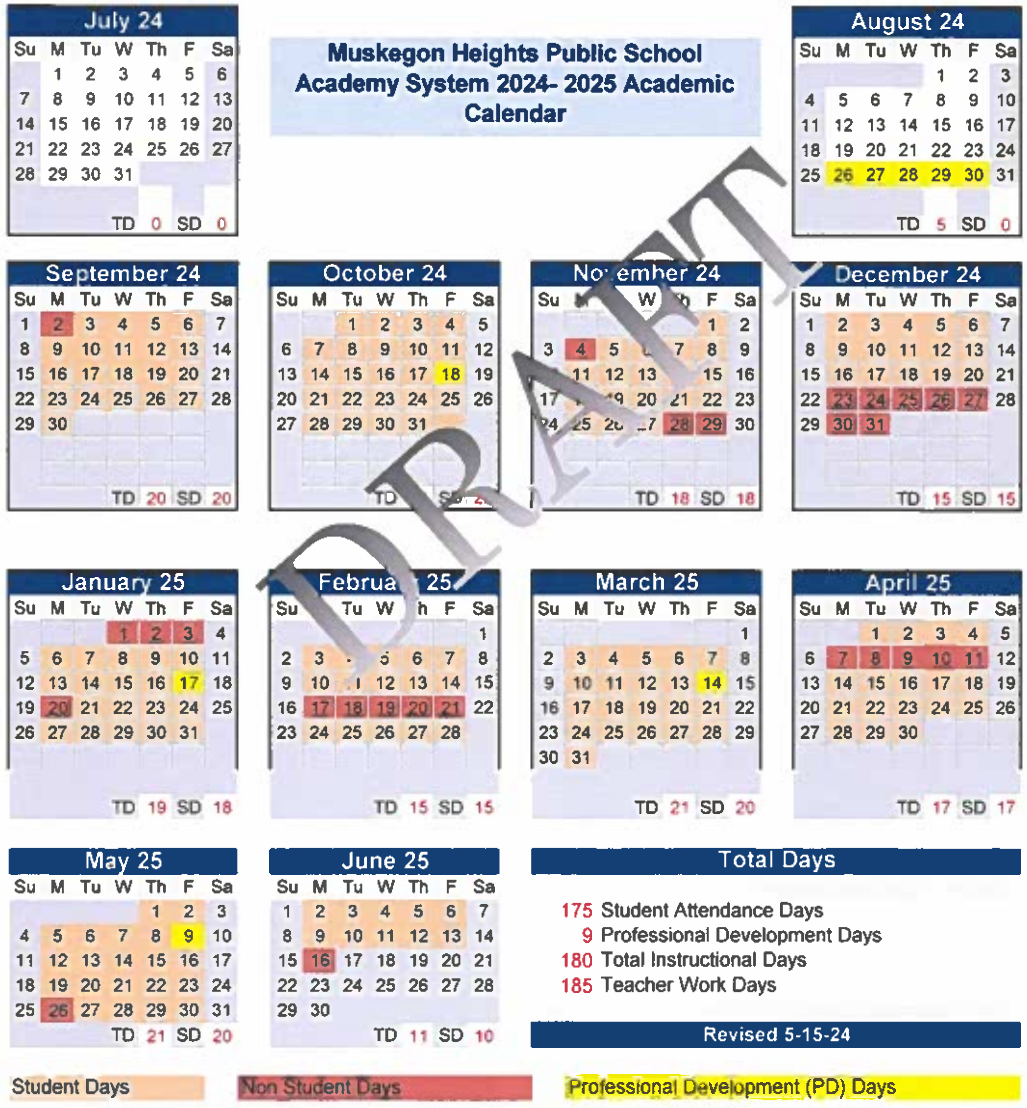
Active Students Per School



SECTION F

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

Muskegon Heights Public School Academy System 2024- 2025 Academic Calendar



Aug 26:	Staff 1st Day
Aug 27:	Teacher PD Training
Aug 28:	Teacher PD Training
Aug 29:	Teacher PD Training
Aug 30:	Teacher Working In Classroom
Sep 2:	No School - Labor Day Weekend
Sep 3:	1st Day of School
Oct 18:	PD No School for Students
Nov 4:	No School for Students/PT Conferences/Election Day
Nov 5:	Conferences (Evening)
Nov 27:	1/2 Day of School for Students & Staff
Nov 28 - Dec 2:	No School - Thanksgiving Break
Dec 23 - Jan 3:	No School Winter Break
Jan 6:	School Resumes
Jan 17:	PD No School for Students
Jan 20:	No School MLK Holiday
Jan 21 - 24:	Final Exams
Jan 24:	1st Semester Ends
Jan 27:	2nd Semester Begins
Feb 17 - Feb 21:	No School Mid Winter Break
Mar 14:	PD No School for Students
Apr 4:	Conference (Evening Only)
Apr 7 - Apr 1:	Spring Break
May 9:	PD No School for Students
May 26:	No School Memorial Day
Jun 13:	Last Student Day
Jun 16:	Last Day for Staff

Total Days

175	Student Attendance Days
9	Professional Development Days
180	Total Instructional Days
185	Teacher Work Days

Revised 5-15-24

Student Days | Non Student Days | Professional Development (PD) Days

Muskegon Heights

2023-24 Calendar

August 21	Staff Returns
August 21-25	Staff Prof. Dev. – School Closed
August 28	First Day for Students
September 1-4	Labor Day Weekend – School Closed
September 5	Return to School
September 27	Early Release Day
October 4	Count Day
October 13	Staff Prof. Dev. – School Closed
October 25	Early Release Day/PT Conferences
November 3	End of 1st Quarter
November 8	Early Release Day
November 22-24	Thanksgiving Break – School Closed
November 27	Return to School
December 13	Early Release Day
Dec 25-Jan 5	Winter Break – No School
January 8	Return to School
January 15	Dr. MLK Observance – School Closed
January 19	End of 2nd Quarter
January 24	Early Release Day
February 7	Early Release Day
February 14	Count Day
February 19-23	Mid-Winter Break – School Closed
February 26	Return to School
March 8	Staff Prof. Dev. – School Closed
March 13	Early Release Day/PT Conferences
March 28	End of 3rd Quarter
March 29-April 5	Spring Break – No School
April 8	Return to School
April 24	Early Release Day
May 10	Staff Prof. Dev. – School Closed
May 22	Early Release Day
May 27	Memorial Day – School Closed
June 6	Graduation Day
June 14	Last Day of School for Students – End of 4th Quarter
June 17	Last Day for Staff

Half Day Dismissal Times:

11:00 a.m. – Edgewood Elementary Academy
11:15 a.m. – Dr. Martin Luther King Academy
11:30 a.m. – Muskegon Heights Academy

Calendar is subject to additional changes.

July 2023

AUGUST 2023

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER 2023

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER 2023

S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER 2023

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER 2023

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JANUARY 2024

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY 2024

S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

MARCH 2024

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL 2024

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY 2024

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE 2024

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JULY 2024

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SECTION G

AGE OR GRADE RANGE OF PUPILS

Muskegon Heights

Public School Academy System

Muskegon Heights Academy

Grades 7-12

2441 Sanford St.

Muskegon, MI
49444 (231)
830-3700

Map

(https://www.google.com/maps/place/Muskegon+Heights+High+School/@43.207407,-86.247079,17z/data=%213m1%214b1%214m2%213m1%211s0x

Dr. Martin Luther King Elementary Academy

Grades 3--6

55 East Sherman Blvd.

Muskegon, MI
49444

(231)
830-3600

Map

(https://www.google.com/maps/place/Muskegon+Heights+Middle+School/@43.204977,-86.246064,19z/data=%213m1%214b1%214m2%213m1%211s(

Edgewood Elementary School

Pre-K - Grade 2

3028 Howden St.

Muskegon, MI
49444

(231) 830-3250

Map

(https://www.google.com/maps/place/Edgewood+Elementary+School/@43.197401,-86.237551,17z/data=%213m1%214b1%214m2%213m1%211s0x88

Central Office Muskegon Heights PSAS

2441 Sanford Street

Muskegon Heights, MI
49444

(p) 231-830-3703

Select Language

TAB D

MASTER CALENDAR OF REPORTING REQUIREMENTS

Muskegon Heights Public School Academy
Master Calendar Compliance Reporting Requirements
2024-2025

JULY	Dates due in Epicenter
Board Agenda– July	5 Business Days Before Meeting
Proposed Board Minutes & Attachments	8 Business Days After Approved
Approved Board Minutes & Attachments	5 Business Days After Approved
Organizational Board Agenda	5 Business Days Before Meeting
Request for Proposal (RFP)	7/21
Board Member Annual Conflict of Interest Disclosure	7/21
Proposed Budget for 2023-2024 SY	7/31
State Aid Note Program Requirements	7/31
Board Members Roster 2023-2024	7/31
Approved Board Meeting Calendar	7/31
Certificate of Insurance (All Vendors)	7/31
Occupancy permits	7/31
Asbestos 3 Year Inspection (initial and re-inspections every three years - if needed)	7/31
Asbestos Certification & Training	7/31
Fourth Quarterly Financial Statement from 2022-23	7/31
Management Contract – New, Amendments or Renewals	7/31
Elevator Inspection (if required)	7/31
Boiler Inspection (if required)	7/31
Cardiac Emergency Response Plan (updated plans)	7/31
Services (transportation, maintenance, food service, etc.) Contracts	7/31
AUGUST	**Dates due in Epicenter**
Board Agenda– August	5 Business Days Before Meeting
Proposed Board Minutes & Attachments	8 Business Days After Approved
Approved Board Minutes & Attachments	5 Business Days After Approved
Organizational Meeting Minutes and Attachments	5 Business Days Before Meeting
Employee Handbook 2023-2024	8/11

Student Handbook 2023-2024	8/11
Health Department Food Service Permit	8/11

School Contact List	8/25
Board Approved School Calendar 2023-2024	8/25
Board Resolution appointing Chief Administrative Officer (CAO)for 20232024	8/25
Board Resolution appointing Freedom of Information Act Coordinator for 2023-2024	8/25
Board Designated Legal Counsel for 2023-2024	8/25
Board Approved Budget SY 2023-2024	8/25
DS-4168 Report of Actual Days and Clock Hours of Pupil Instruction EOY 2022-2023	8/25
DS-4168B Report of Planned Days and Hours SY 2023-2024	8/25
Teacher Student Data Link (TSDL) Completion EOY 2022-23 Screenshot	8/31
SEPTEMBER	**Dates due in Epicenter**
Board Agenda– September	5 Business Days Before Meeting
Proposed Board Minutes & Attachments	8 Business Days After Approved
Approved Board Minutes & Attachments	5 Business Days After Approved
Third Grade Retention	9/8
Emergency Drills Day Schedule SY 2023-2024	9/15
MEGS Right to Prayer Certification	9/15
MEGS Constitution Day Certification	9/15
Education Goals 98b	9/22
NWEA Fall Testing Schedule	9/22
SE 4096 Special Education Actual Cost Report	9/22
Playground Safety Training for Staff –Rules, Agenda, Attendance	9/22
Teacher and Administrator Employee Certification	9/22
Anti-Bullying/Cyber-Bullying Policy	9/22
Transparency Requirements on website / Mitten-Certificate of Completion	9/22

Testing Login Information	9/22
Expense Reimbursement Policy	9/22
OCTOBER	**Dates due in Epicenter**
Board Agenda– October	5 Business Days Before Meeting
Proposed Board Minutes & Attachments	8 Business Days After Approved
Approved Board Minutes & Attachments	5 Business Days After Approved
Blood Borne Pathogens Training – Agenda and Proof of Attendance	10/13
Pest Control Compliance	10/13
Pupil Membership Count-Fall	10/13
Annual Nonprofit Corporation Update	10/13
Request for Proposal (RFP)	10/13
CIMS Determination Report 2023-2024	10/20
Service Provider/Vendor Contract Agreement	10/27
First Quarter Financial Statement	10/27
SE 4094 Transportation Expenditure Report (if required)	10/27
Current Operation Expenditure	10/27
NOVEMBER	**Dates due in Epicenter**
Board Agenda– November	5 Business Days Before Meeting
Proposed Board Minutes & Attachments	8 Business Days After Approved
Approved Board Minutes & Attachments	5 Business Days After Approved
Audited Financial Statement and Management Letter (include A133 if completed)	11/10
MSDS FTE - DS4061 including Special Education Fall	11/10
MCIR Immunization Report- Submit IP 100 report November Reporting Period	11/10
School Contact List	11/17
FID Report to CEPI (or as scheduled by MDE)	11/17

Audited Financial Statements Management Letter Response (if needed)	11/27
Budget Amendment	11/30
DECEMBER	**Dates due in Epicenter**
Board Agenda– December	5 Business Days Before Meeting
Proposed Board Minutes & Attachments	8 Business Days After Approved
Approved Board Minutes & Attachments	5 Business Days After Approved
Registry of Educational Personnel Report (REP)	12/15
Transparency Requirements/ Mitten- Certificate of Completion	12/15
JANUARY	**Dates due in Epicenter**
Board Agenda– January	5 Business Days Before Meeting
Proposed Board Minutes & Attachments- January Approved)	8 Business Days After Approved
Approved Board Minutes & Attachments	5 Business Days After Approved
Request for Proposal (RFP)	1/19
Board Policy Manual	1/19
Academy Planning Document	1/26
Second Quarter Financial Statement	1/26
Budget - Amendment to 2023-2024	1/26
School Contact List Updated	1/26
Management Contract-New, Amendment and/or Renewal	1/26
FEBRUARY	**Dates due in Epicenter**
Board Agenda– February	5 Business Days Before Meeting
Proposed Board Minutes & Attachments	8 Business Days After Approved

Approved Board Minutes & Attachments	5 Business Days After Approved
MCIR Immunization Report-Submit IP 100 report February Reporting Period	2/9
NWEA School Testing Schedule-Winter	2/9
Pupil Membership Count- Spring	2/16
Annual Education Report on website – certificate of completion	2/16
Emergency Operations Plan certification	2/16
MARCH	**Dates due in Epicenter**
Board Agenda– March	5 Business Days Before Meeting
Proposed Board Minutes & Attachments	8 Business Days After Approved
Approved Board Minutes & Attachments	5 Business Days After Approved
Confirmation of submission of MSDS Screenshot	3/17
Educator Evaluation Transparency on website: Certificate of Completion	3/29
Service Provider/Vendor Contract Agreements	3/24
APRIL	**Dates due in Epicenter**
Board Agenda– April	5 Business Days Before Meeting
Proposed Board Minutes & Attachments	8 Business Days After Approved
Approved Board Minutes & Attachments	5 Business Days After Approved
Open Enrollment and Lottery Procedures	4/12
NWEA Testing Schedule – Spring	4/12
Third Quarter Financial Statement	4/26
MSDS FTE–DS4061	4/26
Request for Proposal (RFP)	4/26
School Contact List Updated	4/26
Management Contract-New, Amendments and/or Renewal	4/26
MAY	**Dates due in Epicenter**
Board Agenda– May (5 Business Days Before Meeting)	5 Business Days Before Meeting
Proposed Board Minutes & Attachments	8 Business Days After Approved

Approved Board Minutes & Attachments	5 Business Days After Approved
Enrollment Lottery Description and Results, if conducted	5/24
Board Member Application Documents Appointment(s)	5/24
Board Member Nomination for July Appointment(s)	5/24
JUNE	**Dates due in Epicenter**
Board Agenda– June (5 Business Days Before Meeting)	5 Business Days Before Meeting
Proposed Board Minutes & Attachments	8 Business Days After Approved
Approved Board Minutes & Attachments	5 Business Days After Approved
NWEA Student Growth Report Summary	6/21
Measures of Academic Progress	6/21
Registry of Educational Personnel (REP) Confirmation	6/28
Satisfaction Survey results	6/28
Budget - Amendment or final Budget for 2023-2024	6/28
School Infrastructure Database (SID)	6/28
Emergency Drills Log Completion EOY 2023-2024	6/28
Playground Inspection Log EOY 2023-2024	6/28

Confirmation of submission of MSDS Screenshot	6/28
M-Step Test Results & Analysis	6/28
Certificate of Insurance	6/28
Certificate of Boiler Inspection covering the SY 2023-2024	6/28
Health Department or Food Service Permit	6/28
Pest Control EOY	6/28

These Documents Are Required as Needed
Board Application documents Appointments
Board Nomination for Appointment
Charter Contract Amendment
Contracts- Employees
Freedom of Information Act (FOIA) as request

Lease and Management Agreements- New, Amendments or Renewal
Litigation and or Formal Proceedings
MDE Audits or on-Site Visits
Oath of Office and Acceptance Letter of Board