

**RESOLUTION TO AUTHORIZE THE ESTABLISHMENT  
OF A PUBLIC SCHOOL ACADEMY**

Muskegon Maritime Academy

WHEREAS, the Michigan Legislature has provided for the establishment of public school academies as public schools under section 2 of article VIII of the state constitution of 1963 by enacting Part 6A of the Michigan Revised School Code, as amended (“Part 6A”); and

WHEREAS, according to Part 6A, the Saginaw Valley State University Board of Control (the “University Board”) is an authorizing body empowered to issue contracts to organize and operate public school academies; and

WHEREAS, the University Board issues contracts to operate public school academies on a competitive basis taking into consideration the resources available for the proposed academy; the population to be served by the proposed academy; the educational goals to be achieved by the proposed academy; the applicant’s track record, if any, in organizing public school academies or other public schools; the graduation rate of a school district in which the proposed public school academy is proposed to be located; the population of a county in which the proposed public school academy is proposed to be located; the number of schools in the proximity of a proposed location of the proposed public school academy that are on the list under section 1280c(1) of the public schools in this state that the department has determined to be among the lowest achieving 5% of all public schools in this state; and the number of pupils on waiting lists of public school academies in the proximity of a proposed location of the proposed public school academy; further, in its Policy Statement on Public School Academies (the “Policy”), Schedule 1, the University Board considers for approval those applications which demonstrate that the applicant will provide elementary and secondary students with enhanced opportunities to achieve the objectives of Article 8 of the state constitution of 1963; and

WHEREAS, the University, having reviewed the application of Muskegon Maritime Academy, as well as its policies related to authorizing public school academies and the method of selection and appointment of members of the boards of directors of public school academies, has determined that it is in the best interest of education to issue a contract to operate a public school academy as provided under Part 6A be conditionally authorized for Muskegon Maritime Academy.

NOW, THEREFORE, BE IT RESOLVED, that the Saginaw Valley State University Board of Control declares, subject to the conditions set forth below:

1. That the application for a public school academy, to be known as Muskegon Maritime Academy, is hereby approved to operate for a term of five academic years beginning in the fall of 2022, through June 30, 2027, subject to the execution of a Contract to Operate a Public School Academy, complete with all schedules, prior to commencement of teaching;
2. That the Academy shall operate a K-5 program, with a maximum enrollment to be determined;

3. The slate of members of the Board of Directors of the Academy shall be appointed as members of the Academy's Board of Directors and shall serve in accordance with the policies adopted by SVSU related to same; and subject to the requirements of Paragraph 1, above, shall be:

Eric Hood,  
Tyrone Rule, Sr.,  
Frank Marczak,  
Yvonne Sargent-Crawford, and  
***Reserved for Parent;***

4. The effectiveness or the continued effectiveness of this Resolution are subject to these conditions:

- a. An opinion of University legal counsel to the effect that contract documents have been agreed upon which are consistent with the purpose of the public school academies statutes; that when executed, contract documents will be binding on both parties in accordance with their tenor; and that in the opinion of University counsel, adequate provisions are included to immunize or indemnify the University, its directors, officers, employees and agents to the extent that prudence and reasonable business practice would require from all claims of liability arising from the University's contractual relationship with the public school academy or the operation of the public school academy.
- b. An opinion of professional staff of the University to the effect that the contract documents, the proposed plan of operation, and the methods for holding the public school academy accountable for educational outcomes are consistent with the Policy, and subsequently amended, unless in the case of departures from such Policy, if any, the staff recommends that each such departure be agreed to, and state reason in support.
- c. An opinion of the professional staff of the University that the applicant meets all of the financial, personnel and facility requirements necessary to open and operate a public school academy.
- d. This Resolution and any contract entered into under it shall be null and void if Muskegon Maritime Academy is not in operation by the 2022-2023 school year fall membership count day.

5. Upon receipt by the University Board of the opinions mentioned in 4 (a) and (b) above and subject to 5 (c) above, the President of Saginaw Valley State University may execute a public school academy contract and related documents between Muskegon Maritime Academy (a public school academy) and the Saginaw Valley State University Board of Control (authorizing body).

6. All resolutions or parts of resolutions in conflict with this Resolution shall be and hereby are repealed.

Adopted by SVSU Board of Control: December 17, 2021

SAGINAW VALLEY STATE UNIVERSITY  
BOARD OF CONTROL MINUTES  
FRIDAY, DECEMBER 17, 2021  
REGULAR FORMAL SESSION  
INDEX OF ACTIONS

RES-2420	RESOLUTION TO GRANT UNDERGRADUATE AND GRADUATE DEGREES APPROVED .....	2
RES-2421	RESOLUTION TO APPROVE CONFIRMATION OF BOARD MEMBERS FOR PREVIOUSLY AUTHORIZED PUBLIC SCHOOL ACADEMIES APPROVED .....	2
RES-2422	RESOLUTION TO AUTHORIZE THE ESTABLISHMENT OF A PUBLIC SCHOOL ACADEMY – MUSKEGON MARITIME ACADEMY APPROVED .....	4
RES-2423	RESOLUTION TO APPROVE FACULTY SABBATICALS FOR ACADEMIC YEAR 2022-2023 APPROVED .....	7
RES-2424	RESOLUTION TO APPROVE POSTHUMOUS DEGREE FOR PHUONG TRINH APPROVED .....	8
RES-2425	RESOLUTION TO APPROVE POSTHUMOUS DEGREE FOR SHEILA CHADDAH APPROVED .....	8
RES-2426	RESOLUTION TO APPROVE THE AUXILIARY FY2023 & FY2024 OPERATIONS BUDGET APPROVED .....	9
RES-2427	RESOLUTION TO RECEIVE AND ACCEPT THE FEDERAL AWARDS AUDIT FOR FISCAL YEAR 2020-2021 APPROVED .....	10
BM-1241	MOTION TO MOVE TO INFORMAL SESSION TO DISCUSS PERSONNEL MATTERS AND STRATEGIC PLANNING APPROVED .....	11

**VII. ADJOURNMENT**

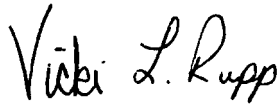
11. Motion to Adjourn

BM-1242      **It was moved and supported that the meeting be adjourned.**

The motion was APPROVED unanimously.

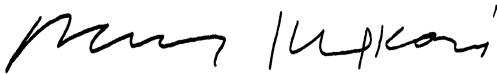
The meeting was adjourned at 10:35 a.m.

Respectfully submitted:



---

Vicki L. Rupp, Chair



---

Bhushan Kulkarni, Secretary



---

Mary Kowaleski  
Recording Secretary



**CONTRACT TO OPERATE  
A PUBLIC SCHOOL ACADEMY**

**- between -**

**the Saginaw Valley State University Board of Control**

**- and –**

**MUSKEGON MARITIME ACADEMY,  
a Michigan Public School Academy**

## TABLE OF CONTENTS

ARTICLE I	DEFINITIONS .....	1
Section 1.1.	Certain Definitions. ....	1
Section 1.2.	Schedules. ....	2
Section 1.3.	Statutory Definitions. ....	2
ARTICLE II	ROLE OF SAGINAW VALLEY STATE UNIVERSITY .....	3
Section 2.1.	Method of Selection, Length of Term, and Number of Members of the Board of Directors. ....	3
Section 2.2.	Method for Monitoring Academy’s Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. ....	3
Section 2.3.	Reimbursement of University Board Costs. ....	4
Section 2.4.	Reimbursement for University Board Services Associated with Third-Party Subpoenas and Freedom of Information Act Requests. ....	4
Section 2.5.	University Board as Fiscal Agent for the Academy .....	4
Section 2.6.	Authorization of Employment .....	5
Section 2.7.	Borrowings by the Academy .....	5
ARTICLE III	REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY .....	6
Section 3.1.	Governmental Entity .....	6
Section 3.2.	Independent Status of the Academy .....	6
Section 3.3.	Prohibition of Identified Family Relationships .....	6
Section 3.4.	Prohibition of Tuition and Religious Affiliation .....	7
Section 3.5.	Prohibition of Employment in More than One Full-time Position .....	7
Section 3.6.	Other Permitted Activities .....	7
ARTICLE IV	PURPOSE .....	7
Section 4.1.	Academy’s Purpose .....	7
ARTICLE V	CORPORATE STRUCTURE OF THE ACADEMY .....	7
Section 5.1.	Michigan Nonprofit Corporation .....	7
Section 5.2.	Articles of Incorporation. ....	7
Section 5.3.	Bylaws. ....	7
ARTICLE VI	OPERATING REQUIREMENTS .....	7
Section 6.1.	Governance Structure .....	7
Section 6.2.	Contributions and Fund Raising .....	8
Section 6.3.	Educational Goals and Programs .....	8
Section 6.4.	Curriculum .....	8
Section 6.5.	Staff Responsibilities .....	8
Section 6.6.	Admission Policy .....	8
Section 6.7.	School Calendar/School Day Schedule .....	8
Section 6.8.	Age/Grade Range of Pupils Enrolled .....	8
Section 6.9.	Annual Financial Audit .....	9
Section 6.10.	Address and Description of Proposed Physical Plant .....	9

Section 6.11.	Reports to the University President.....	9
Section 6.12.	Accounting Standards.....	9
Section 6.13.	Placement of University Student Interns.....	9
Section 6.14.	Required Contents of Contracts with ESP.....	9
Section 6.15.	University Board Approval of Condemnation .....	13
Section 6.16.	Reporting of Total Compensation .....	13
Section 6.17.	Contract Administration .....	13
Section 6.18.	Prohibition of Employment in More than One Full-time Position.....	13
ARTICLE VII	COMPLIANCE WITH THE CODE AND OTHER LAWS.....	13
Section 7.1.	Compliance with the Code. ....	13
Section 7.2.	Compliance with State School Aid Act.....	13
Section 7.3.	Open Meetings Act.....	13
Section 7.4.	Freedom of Information Act.....	13
Section 7.5.	Public Employees Relations Act .....	13
Section 7.6.	Non-discrimination.....	14
Section 7.7.	Other State Laws and Regulations and Federal Laws and Regulations.....	14
Section 7.8.	Federal Laws .....	14
Section 7.9.	Matriculation Agreement(s) .....	14
Section 7.10.	Partnership Agreement .....	14
Section 7.11.	Certifications .....	14
Section 7.12.	Transparency Reporting .....	14
ARTICLE VIII	AMENDMENT .....	15
Section 8.1.	Process for Amending the Contract.....	15
Section 8.2.	Process for Amending the Articles.....	15
Section 8.3.	Process for Amending the Bylaws .....	16
ARTICLE IX	ENFORCEMENT AND REVOCATION.....	16
Section 9.1.	Grounds for Revocation .....	16
Section 9.2.	Procedures for Revoking Contract .....	18
Section 9.3.	Corrective Action by Order of Reconstitution .....	18
Section 9.4.	Termination by Operation of Law.....	18
ARTICLE X	SUPERINTENDING CONTROL.....	19
Section 10.1.	Superintending Control in the Event of an Emergency.....	19
ARTICLE XI	TERMINATION .....	19
Section 11.1.	Grounds for Termination by the Academy.....	19
Section 11.2.	Procedures for Terminating Contract .....	20
ARTICLE XII	PROVISIONS RELATING TO CHARTER SCHOOLS .....	20
Section 12.1.	Saginaw Valley State University Faculty Employment in the Academy.....	20
Section 12.2.	The Academy Faculty Appointment to Saginaw Valley State University Faculty .....	20
Section 12.3.	Student Conduct and Discipline .....	20

Section 12.4.	Employment Qualifications for Classroom Teachers.....	20
Section 12.5.	Criminal Background Check .....	20
Section 12.6.	Academy Budget .....	20
Section 12.7.	Transportation.....	21
Section 12.8.	Intramural and Interscholastic Sports .....	21
Section 12.9.	Legal Liabilities .....	21
Section 12.10.	Lease and Occupancy and Safety Certificates.....	21
Section 12.11.	Deposit of Public Funds by the Academy .....	21
Section 12.12.	Unprofessional Conduct Check.....	21
ARTICLE XIII	INSURANCE AND INDEMNIFICATION .....	21
Section 13.1.	Insurance.....	21
Section 13.2.	Minimum Insurance Coverage .....	22
Section 13.3.	Additional Insurance Requirements .....	22
Section 13.4.	Indemnification.....	22
ARTICLE XIV	GENERAL TERMS .....	23
Section 14.1.	Notices.....	23
Section 14.2.	Severability.....	23
Section 14.3.	Successors and Assigns .....	23
Section 14.4.	Entire Contract.....	24
Section 14.5.	Assignment.....	24
Section 14.6.	Non-Waiver .....	24
Section 14.7.	Construction .....	24
Section 14.8.	Force Majeure.....	24
Section 14.9.	No Third-Party Rights .....	24
Section 14.10.	Non-agency.....	24
Section 14.11.	Governing Law .....	24
Section 14.12.	Counterparts .....	24
Section 14.13.	Term of Contract .....	24
Section 14.14.	University Board General Policies on Charter Schools Shall Apply .....	25
Section 14.15.	Compliance with All Applicable Law .....	25
Section 14.16.	Contract Submission to MDE.....	25

## CONTRACT

Pursuant to the Michigan Revised School Code (“Code”), and in particular being Part 6A, Sections 380.501 through and including 380.507 of the Michigan Compiled Laws, the Saginaw Valley State University Board of Control (“University Board”) grants a contract confirming the status of a public school academy in this State to the Muskegon Maritime Academy (the “Academy”), a Michigan public school academy. The Parties agree that the granting of this Contract is subject to the following terms and conditions, and this Contract is effective as of the 1st day of July 2022.

### ARTICLE I DEFINITIONS

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

- (a) “Academy” means the Michigan nonprofit corporation named the Muskegon Maritime Academy, which is established as a public school academy pursuant to this Contract, is located within the Muskegon Public Schools in the Muskegon Maritime Intermediate School District.
- (b) “Academy Board” means the Board of Directors of the Muskegon Maritime Academy, each of whom must be a U.S. Citizen to hold office and remain in good standing, and as listed on the University’s Board Member List.
- (c) “Applicable Law” means all state and federal law and regulations applicable to public school academies. This term also applies to any Executive Order of the Governor of the State of Michigan under section 1 of article 5 of the Michigan Constitution of 1963, the Emergency Management Act, 1976 PC 390, as amended, MCL 30.401 et seq. and/or the Emergency Powers of the Governor Act of 1945, 1945 PA 302, as amended, MCL 10.31 et seq. and to all laws cited herein.
- (d) “Application” means the Phase I and Phase II Application to the Saginaw Valley State University (including all attachments and the executed Assurances page) in which representations were made to the University regarding the program and its operation, which representations were material inducements to the University to grant the Contract.
- (e) “Authorizing Body” or “Authorizer” means the Saginaw Valley State University Board of Control.
- (f) “Board Member List” means the University’s official document listing the names and terms of each member of the Academy Board appointed by the University, the current list being incorporated into Schedule 13 of this Contract.

- (g) “Code” means the Michigan Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- (h) “Department” means the Michigan Department of Education.
- (i) “Director” means a person who is a member of the Academy Board of Directors.
- (j) “ESP” means the educational service provider, employee leasing company or third-party management company contracted by the Academy Board, if any.
- (k) “Policy” means the Policy Statement adopted by resolution of the Saginaw Valley State University Board of Control, as amended from time to time, establishing the method of selection, length of term and number of members of the Academy Board.
- (l) “President” means the President of Saginaw Valley State University and shall also include his/her authorized designee.
- (m) “Relative” means 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, domestic or same-sex partner.
- (n) “Resolution” means the Resolution of the University Board establishing Muskegon Maritime Academy as a public school academy.
- (o) “School/University Partnership Office” (SUPO) means the office charged by the University Board with overseeing authorized public school academies, schools of excellence and strict discipline academies.
- (p) “State Board of Education” means the State Board of Education, established pursuant to the Michigan Constitution of 1963, Article 8, Section 3.
- (q) “State Superintendent” means the State Superintendent of Public Instruction.
- (r) “University” means Saginaw Valley State University established pursuant to Article 8, sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.711 et seq.
- (s) “University Board” means the Saginaw Valley State University Board of Control, and also its designee (the University President or the Director of the School/University Partnership Office), as the case may be.

Section 1.2. Schedules. All schedules to this Contract are part of this Contract and incorporated into this Contract as if fully stated herein.

Section 1.3. Statutory Definitions. Statutory terms defined in the Code and as set forth in applicable law shall have the same meaning in this Contract.

**ARTICLE II**  
**ROLE OF SAGINAW VALLEY STATE UNIVERSITY**  
**BOARD OF CONTROL AS AUTHORIZING BODY**

Section 2.1. Method of Selection, Length of Term, and Number of Members of the Board of Directors. The University Board has adopted the Policy providing for the method of selection, length of term, number of members, qualification of members, the procedure for removal of members and the names of the initial Academy Board. The Policy is incorporated into this Contract as Schedule 1 (see Policy Statement part V).

Section 2.2. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. Additionally, the Academy shall be responsible for the following:

- (a) The Academy shall provide the President with (i) a copy of the annual educational report prior to the date required for publication by Applicable Law and submit to the President documentation sufficient to demonstrate the Academy's progress in meeting its educational goals, including with respect to student success on all assessments administered, and (ii) the monthly report required under MCLA 380.552 (20) for public school academies operating an online program or distance learning program, if permitted in this Contract.
- (b) In the event that the President determines that the Academy's educational outcomes are not meeting the targeted educational goals, the University, at its discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to the President. The Academy shall pay for the expense of the evaluation.
- (c) The Academy shall submit audited financial reports, including auditor's management letters and any exceptions noted by the auditors, to the University President. The reports shall be prepared by the Academy's independent Certified Public Accountant (CPA) and submitted to the President prior to the date by which such audited financial reports must be submitted to the State of Michigan pursuant to Applicable Law.
- (d) The Academy shall provide the President with a copy of the proposed annual budget for the upcoming fiscal year of the Academy no later than July 1.
- (e) The Academy shall provide to the President agendas and notice in advance of all Academy Board meetings and minutes of all Academy Board meetings. All notices of special meetings shall be accompanied by an affidavit that the posting was undertaken in accordance with this Contract, the Academy Board's bylaws and Applicable Law.
- (f) The Academy shall promptly notify the President of correspondence received from the Michigan Department of Education or State Board of Education that requires a formal response and provide a copy of said response.

- (g) The Academy shall immediately report to the President any litigation or formal proceedings alleging a violation or violations of Applicable Law by the Academy, its officers, employees, agents, and/or contractors and/or the ESP, its officers, employees, agents, and/or contractors or subcontractors.
- (h) The Academy shall permit visitation of its facilities and programs at any time by representatives of the University authorized by the President. No advance notice is required.
- (i) The Academy shall permit examination and/or duplication of any or all records the Academy is required to maintain and/or submit at any time by representatives of the University authorized by the President.
- (j) The Academy shall provide certification of its adoption of such policies as the Academy Board deems reasonable and necessary to discharge its functions and to comply with Applicable law.

Section 2.3. Reimbursement of University Board Costs. Pursuant to MCL 380.502(6), the Academy shall pay the University Board an administrative fee to reimburse the University Board for the costs of its execution of its oversight responsibilities. The fee is deemed earned upon the commencement of a given fiscal year of the Academy and shall be 3% of the total of all state school aid payments received by the Academy for that fiscal year. The University may choose, at its sole discretion, to waive all or a portion of the fee.

Section 2.4. Reimbursement for University Board Services Associated with Third-Party Subpoenas and Freedom of Information Act Requests. If the University Board receives a Freedom of Information Act Request or a subpoena from a third party (including the Academy, its counsel, the Academy's ESP or its counsel) demanding the production of Academy documents related to pending litigation or proceedings involving the Academy, the Academy's ESP (or any subcontractor of the ESP or other contractors of the Academy) or any third party, the University Board may charge the Academy for the cost of the services associated with the University Board's response to the subpoena or FOIA request (including actual attorney's fees in fulfilling the request). The parties agree that the Academy may avoid the obligation to pay for services by the University Board associated with responses for requests for documents by directly producing Academy documents to the requesting party.

In the event the University receives a subpoena or other valid order or process from a Court of competent jurisdiction compelling testimony of a member of the University's Board of Control, its President or any other of its officers, directors, or other personnel, the Academy shall pay all legal fees and costs (including actual attorney's fees) related to the required testimony.

Section 2.5. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. The University shall retain any amount owed to the University by the Academy pursuant to this Contract, provided that the University Board shall retain no more than the total of (a) 3% of each installment for its University Board Costs and (b) the costs associated with responding to a subpoena or FOIA request under Section 2.4 in the event the Academy declines to produce such documents itself. For purposes of this section, the responsibilities of the University, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 2.



Section 2.6. Authorization of Employment. The Academy may employ or contract with personnel, in accordance with all state law requirements regarding certification (including certified teachers, administrators, and chief business officials) according to Applicable Law, and qualifications of certain employees of public schools, except that noncertified teachers and/or administrators may be used as permitted by Applicable Law. Academy shall make available to the University for its review all licenses, certifications, and other qualifications of Academy personnel required by law, and shall undertake or cause to be undertaken all criminal background and unprofessional conduct checks required by applicable law.

Section 2.7. Borrowings by the Academy. The Academy shall not incur indebtedness or borrow money except in accordance with applicable law and with the prior approval of the University. It is the Academy's obligation to provide the University with sufficient notice and time to review any and all closing documents prior to any anticipated closing. Failure to do so risks non-approval of the borrowing in question or non-delivery of any certificates requested of the authorizing body. The Academy may not levy taxes. Notwithstanding the foregoing, the Academy, only after obtaining the prior written approval of the SUPO Director, which consent may be withheld for any reason, may incur debt only as follows:

- (a) Short-term: The Academy may incur temporary debt in accordance with Section 1225 of the Code provided, at the option of SUPO, it submits forms of the proposed financing documents (including term sheet, amortization schedule and cash flow) to the attention of the Director of SUPO at least fifteen (15) business days prior to closing and obtains his/her written nondisapproval of the transaction prior to closing. For transactions involving the Michigan Finance Authority's annual State Aid Note Pool program, in recognition of the fact that the documents are of a standardized set and have historically been released to counsel and require return by counsel in a compressed time period, in lieu of providing transaction documents, the Academy will provide the State Aid Note Program application, cash flow workbook, and all application-related materials to SUPO simultaneous with submission to the State Aid Note Program staff. The SUPO's nondisapproval of any transaction hereunder is not a representation by SUPO of any aspect of the Academy's operations, the Academy's credit-worthiness, or the Academy's ability to repay the indebtedness incurred. Credit decisions regarding indebtedness are expressly the responsibility of the lender.
- (b) Long-term: The Academy may enter into long-term indebtedness in the manner and form permitted by applicable law provided it submits forms of the proposed financing documents (including term sheet, amortization schedule and any preliminary offering document, e.g., a Preliminary Official Statement) to the attention of the Director of SUPO at least thirty (30) days prior to closing and obtains his/her written nondisapproval of the transaction. The SUPO's nondisapproval of any transaction does not mean that SUPO expresses or implies any opinion as to the veracity or completeness of any representation made in any offering document or that SUPO is making any representations of the Academy's credit-worthiness or its ability to repay any indebtedness so incurred. Credit decisions regarding indebtedness are expressly the responsibility of the lender.

- (c) An instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral of the State of Michigan or the University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of Saginaw Valley State University shall ever be pledged for the payment of any Academy instrument of indebtedness.
- (d) The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan or Saginaw Valley State University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan or Saginaw Valley State University in any way guarantee, are financially obligated, or are in any way responsible for any agreement, promissory note, contract, mortgage, loan or other instrument of indebtedness entered into by the Academy. No party shall attribute any representation regarding the Academy in any manner, including in relation to any financing or financial undertaking that does not appear in a document physically signed with a wet signature by the Director of SUPO.
- (e) In the event that indebtedness of any sort contemplated by the Academy requires an intercept of state school aid for payment of debt service, a certificate or certification by the University or the University President, the issuance of such is subject to the sole discretion of the University, through its designee, the Director of SUPO. It is the Academy's responsibility to provide ample notice of at least sixty (60) days of its need for same to ensure sufficient time for review, unless extenuating circumstances prohibit such review, in which case, the Academy shall provide notice at the earliest possible opportunity.

### **ARTICLE III REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY**

Section 3.1. Governmental Entity. The Academy shall act exclusively as a governmental entity and shall delegate none of its governmental functions, including the determination to assert or not to assert governmental immunity under Applicable Law.

Section 3.2. Independent Status of the Academy. The Academy is a body corporate and governmental entity authorized by the Code. It is organized and shall operate as a public school academy and a Michigan nonprofit corporation. The Academy is not a division or a part of Saginaw Valley State University. The relationship between the Academy and the University is based solely on the applicable provisions of the Code and the terms of this Contract or other written agreements between the University and the Academy.

Section 3.3. Prohibition of Identified Family Relationships. No person shall be a member of the Academy Board if he or she is a Relative of another member of the Academy Board; an employee, officer or individual with an ownership interest in the Academy's ESP or a Relative of such individual; or if he or she works at the Academy or provides contracted services to the Academy or is a Relative of such individual. Additionally, no Relative may occupy a supervisory position over another Relative. Likewise, prohibitions against holding incompatible public office

and against specified conflicts of interest set forth in MCL 15.181 to 15.185 and MCL 15.321 to 15.330, respectively, shall be scrupulously observed.

Section 3.4. Prohibition of Tuition and Religious Affiliation. The Academy shall not impose tuition of any nature and 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.

Section 3.5. Prohibition of Employment in More than One Full-time Position. No individual shall be employed by or at the Academy in more than 1 full-time position in which he or she is compensated at a full-time rate for each of those positions.

Section 3.6. Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Subject to Section 2.5 of this Contract, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

#### **ARTICLE IV PURPOSE**

Section 4.1. Academy's Purpose. The Academy's purpose is as stated in the Articles of Incorporation as set forth in Schedule 3 attached hereto.

#### **ARTICLE V CORPORATE STRUCTURE OF THE ACADEMY**

Section 5.1. Michigan Nonprofit Corporation. The Academy's corporate structure is that of a Michigan nonprofit corporation, organized pursuant to MCL 450.2101.

Section 5.2. Articles of Incorporation. Unless amended pursuant to this Contract, the Articles of Incorporation of the Academy, as set forth in Schedule 3, shall be the Articles of Incorporation of the Academy.

Section 5.3. Bylaws. Unless amended pursuant to this contract, the Bylaws of the Academy, as set forth in Schedule 4 shall be the Bylaws of the Academy.

#### **ARTICLE VI OPERATING REQUIREMENTS**

Section 6.1. Governance Structure. The Academy shall be organized and administered as a Michigan nonprofit corporation under the direction of the Academy Board and pursuant to the governance structure as set forth in the Bylaws. The Academy's Board of Directors shall meet monthly unless another schedule is mutually agreed upon by the President and the Academy. The

Academy shall not delegate this duty of organization and administration of the Academy without the express affirmative consent of the University.

Section 6.2. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of Saginaw Valley State University. The University shall not be required to receive any contributions or donations for the benefit of the Academy. If the University accepts contributions or donations for the benefit of the Academy, it shall forward such funds to the Academy within three (3) business days of receipt.

Section 6.3. Educational Goals and Programs. The Academy shall pursue the educational goals identified in Schedule 5. Such goals may be amended pursuant to Section 8.1 of Article VIII of this Contract. The Academy shall provide, annually, a report to Saginaw Valley State University of its performance in meeting these objectives. This report shall contain a statement of student growth and achievement as well as the summarized results of all standardized testing administered at the Academy. In addition to any educational goals set forth in Schedule 5, the educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils, and the Academy shall not be identified as being in the bottom 5% of all public schools in the State; if the Academy is so identified, it shall present to the Director within 60 days of being so identified its plan for improvement that comports with applicable law. To the extent applicable, the progress of the pupils in the Academy shall be assessed using at least Michigan's statewide assessments under MCLA 380.1279g or such successor instrument required by applicable law.

Section 6.4. Curriculum. The Academy shall have flexibility in developing, realigning, and implementing the curriculum identified in Schedule 6.

Section 6.5. Staff Responsibilities. Subject to Section 2.5 of this Contract, the University Board authorizes the Academy to employ or contract with personnel as outlined in Schedule 7, which shall include copies of any agreement with an ESP or board liaison which the Academy may enter into, job descriptions (including identification of certifications required under Applicable Law) and a schematic or narrative governance structure of the Academy.

Section 6.6. Admission Policy. The Academy shall comply with all admissions policies and criteria required by laws applicable to public school academies under the Code. The Academy must make a reasonable effort to advertise its enrollment openings. Open enrollment must be for a period of at least two (2) weeks and shall permit the enrollment of pupils by parents and/or guardians at times in the evening and weekends, and shall comply with all requirements of Applicable Law. Schedule 9.

Section 6.7. School Calendar/School Day Schedule. The Academy shall comply with all minimum standards governing the length of the school term, minimum number of days and hours of instruction required by law applicable to public school academies under the Code. The Academy shall provide the Authorizer copies of any waivers it has obtained related to days and hours of instruction or calendar. Schedule 10.

Section 6.8. Age/Grade Range of Pupils Enrolled. The Academy shall offer programs for the grades and ages indicated in Schedule 11. The Academy may add or delete additional grades in the future, pursuant to Section 8.1 of Article VIII of this Contract.

Section 6.9. Annual Financial Audit. The Academy shall commission an annual financial audit to be conducted by an independent Certified Public Account (CPA) selected and retained by the Academy Board.

Section 6.10. Address and Description of Proposed Physical Plant. The address of the proposed physical plant for the Academy and a description of same, including certificates of occupancy and other required agency approvals, lease, land contract or deed, as applicable, and a brief description of any financing transaction entered into by the Academy for facility acquisition, and the debt-service schedule thereof is attached as Schedule 8. Except as permitted by written amendment to this Contract, the Academy shall not operate at a site other than the single site requested for the configuration of grades that will use the site.

- (a) No lease to occupy any portion of the Academy's physical plant shall exceed the term of the Academy's Contract except with the prior approval of the University President or his/her designee.
- (b) No new public school academy may locate within the boundaries of a community district except in accordance with the provisions of the Code.

Section 6.11. Reports to the University President. The Academy shall provide the University President with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy.

Section 6.12. Accounting Standards. The Academy shall at all times comply with accounting standards required by Applicable Law, including generally accepted public sector accounting principles.

Section 6.13. Placement of University Student Interns. The Academy may be a placement site for University students in training to serve in public schools. Such placements shall be without charge to the University and subject to other terms and conditions as the Academy and the University agree.

Section 6.14. Required Contents of Contracts with ESP. The Academy may enter into or renew an agreement with an ESP for the operation or management of the Academy, provided the Academy complies with all of the requirements of this part and applicable law. At least thirty (30) days prior to the proposed effective date or one regular board meeting of the Academy Board of Directors, whichever is longer, the form of management agreement, along with: (i) an opinion of the Academy's independent legal counsel, addressed to the University President for reliance thereon, that all such requirements, including any requirements of Applicable Law have been met and that there are no improper and/or unlawful interrelations or conflicts created by same (the "Legal Opinion") and (ii) documentation sufficient to establish to the University President's satisfaction that the ESP has the requisite educational and management expertise to operate the Academy in compliance with this Contract and all applicable law. The University may disapprove of the proposed agreement if, in the sole opinion of the University, it is contrary to applicable law or the terms of this Contract. Additionally, the agreement must comply with the following:

- (a) In negotiating and finalizing any such contract, the Academy Board must seek the advice of independent legal counsel, who must deliver to the University President

the Legal Opinion referenced above. The ESP Management Agreement must be approved by the Academy Board, during a meeting open to the public held pursuant to the Michigan Open Meetings Act.

- (b) The Academy Board must ensure that, at all times during the term of this Contract, any ESP employed by the Academy maintains comprehensive general liability and umbrella insurance coverage at levels satisfactory to the University President (see Article 13). The insurance coverage required of the ESP shall not be in lieu of the insurance coverage requirements applicable to the Academy. Any policy of insurance maintained by the ESP must include coverage for sexual molestation or abuse, must name the University as an additional, named insured, and shall not be changed, revoked or modified absent thirty (30) days' notice to the University President. The ESP Management Agreement shall also specify that, in the event the University President modifies the level, type, scope or other aspects of such coverage, then the ESP shall undertake like and similar modifications within 30 days of being notified of such change.
- (c) The Academy Board must ensure that, and the ESP Management Agreement shall provide that, any ESP performing services at the Academy shall comply with the requirements under this Contract to the extent such ESP is performing services on behalf of the PSA.
- (d) No provision of the ESP Management Agreement shall interfere with the Academy Board's duties under the Contract, and the Academy's duties under the Contract shall not be limited or rendered impossible by action or inaction of the ESP.
- (e) No provision of the ESP Management Agreement shall predetermine the Academy Board's course of action in choosing to assert or not assert governmental immunity.
- (f) The ESP Management Agreement shall state that all financial, educational, and student records pertaining to the Academy are Academy property and that such records are subject to the provisions of Michigan's Freedom of Information Act, except for some data which may be contained in such records, which may be redacted or withheld as permitted by applicable law, which shall be specifically cited in the event of withholding or redaction. All such records must be stored, in physical form, on-site at the Academy's facility or be directly accessible at the Academy facility. All records pertaining to teacher and administrator certification, as well as a copy of the employee handbook shall be maintained physically on site or directly accessible at the Academy facility.
- (g) The ESP Management Agreement shall state that all of the Academy's financial and other ESP-related records will be made available to the Academy's independent auditor and that the ESP staff will cooperate with said auditor, and that the ESP shall not select or retain the Academy's auditor.
- (h) The ESP Management Agreement must certify that there shall be no markup of costs for supplies, materials, or equipment procured by the ESP on the Academy's behalf and that the Academy and that all supplies, materials, and equipment procured for the Academy by the ESP shall be inventoried by an acceptable method

of inventory and further that an inventory of Academy equipment shall be maintained so that it can be clearly established which property belongs to the Academy.

- (i) The ESP Management Agreement shall contain a provision that states upon termination, the ESP shall work for a specified period of time to transition to a new ESP. There may be a reasonable fee set forth for this service.
- (j) The ESP Management Agreement shall contain a provision that states upon termination the ESP shall, without charge (i) close the books on the then-current fiscal quarter; (ii) organize and prepare the Academy's records for transition to the new ESP; (iii) organize and prepare student records for transition to the new ESP; and (iv) provide for the orderly transition of employee compensation and benefits to the new ESP without disruption to staffing.
- (k) The ESP Management Agreement shall prohibit the ESP from executing contracts with its staff assigned to the Academy (including by way of example and not limitation, teachers, administrators, counselors and the like) that contain noncompete and/or nonsolicitation agreements of any nature.
- (l) The Academy Board and the ESP may not substantially amend the management contract without notifying the University President. No amendment shall be contrary to this section and shall be accompanied by a Legal Opinion. Whether or not substantial, the Academy shall submit to the University President Designee all amendments to the management contract within 10 days after such amendment.
- (m) The ESP Management Agreement shall contain the following provision:  
"Indemnification of Saginaw Valley State University. The parties acknowledge and agree that the Saginaw Valley State University Board of Control, Saginaw Valley State University and its members, officers, employees, agents or representatives are deemed to be third-party beneficiaries for purposes of this Agreement. As third-party beneficiaries, the parties hereby promise to indemnify and hold harmless Saginaw Valley State University Board of Control, Saginaw Valley State University 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 Saginaw Valley State University, which arise out of or are in any manner connected with Saginaw Valley State University Board's approval of the Public School Academy application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by Saginaw Valley State University and its Board of Control members, officers, employees, agents or representatives upon information supplied by the Academy or the Educational Management Organization, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Saginaw Valley State University Board of Control. The parties expressly acknowledge and agree that Saginaw Valley State University and its Board of Trustee members, officers,

employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.”

- (n) The ESP Management Agreement shall require all ESP employees to undergo criminal background and unprofessional conduct checks required by applicable law in the matter presented therein.
- (o) The ESP Management Agreement shall contain a provision requiring the educational service provider to make information available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under Section 7.4 of this Contract and also at least the information that a school district is required to be disclosed under MCLA 388.1618 for the most recent fiscal year for which that information is available.
- (p) No ESP employee shall be designated as the Chief Administrative Officer of the Academy, although such employee may be a designee of the Chief Administrative Officer for certain purposes enumerated by Board action.
- (q) The ESP shall notify the Academy Board if any principal or officer of the ESP, or the ESP (including any related organizations or organizations in which a principal or officer of the ESP served as a principal or officer) as a corporate entity, has filed for bankruptcy protection in the last six (6) months or within any applicable preference period, whichever is longer.
- (r) The ESP Management Agreement must contain a provision providing for the early termination or amendment of the ESP Management Agreement, with no cost or penalty to the Academy, and no recourse to the University or any third party affiliated with or engaged by the University, by the ESP or any subcontracted person or entity of the ESP, in the event the University determines to exercise its prerogative under MCLA 380.507(7) and Section 9.3 hereof to reconstitute the Academy by requiring the termination or amendment of the ESP Management Agreement.
- (s) The ESP Management Agreement shall contain a provision requiring that it make available to the Authorizer and to the public the information required under MCL 380.503.
- (t) The ESP Management Agreement shall contain a provision requiring it to adopt, implement and maintain a performance evaluation system for all required personnel as required by applicable law.
- (u) No ESP Management Agreement or Amendment may become effective until and unless the Director of SUPO notifies the Academy in writing that it has reviewed and does not disapprove of the ESP Management Agreement or Amendment thereto.
- (v) The ESP Management Agreement may not be assigned or assignable to any third party.



(w) The ESP Management Agreement shall not exceed the length of the Contract.

Section 6.15. University Board Approval of Condemnation. In the event that the Academy desires to acquire property pursuant to condemnation, it shall obtain the express written permission of the University Board for such acquisition; such written permission shall be in the form of a resolution adopted at a public meeting of the University Board. The Academy shall submit such written request to the University Board 120 days prior to the next regularly scheduled meeting of the University Board. The University Board reserves unto its sole discretion the determination to act, table or decline to act upon such request.

Section 6.16. Reporting of Total Compensation. The Academy Board shall, upon request, report to the Authorizing Body the total compensation for each individual working at the Academy.

Section 6.17. Contract Administration. If the Academy employs a Board liaison or contract administrator, it shall specify the role of such contract administrator or Board liaison in Schedule 7 and include a copy of its agreement with same.

Section 6.18. Prohibition of Employment in More than One Full-time Position. No employee of the Academy or its ESP, if any, may be employed for a total of more than 1.0 full-time position.

## **ARTICLE VII COMPLIANCE WITH THE CODE AND OTHER LAWS**

Section 7.1. Compliance with the Code. The Academy shall comply with the Code.

Section 7.2. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time. The Academy may expend funds from the State School Aid Act for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 7.3. Open Meetings Act. The Academy Board shall conduct all of its meetings, including committee or other meetings, in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Act of 1976, being Sections 15.261 to 15.275 of the Michigan Compiled Laws, as amended, as required.

Section 7.4. Freedom of Information Act. The records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, being Sections 15.231 to 15.246 of the Michigan Compiled Laws, as amended. The Academy Board shall designate a freedom of information officer to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 7.5. Public Employees Relations Act. The Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.216 of the Michigan Compiled

Laws. Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 7.6. Non-discrimination. Each party shall be separately responsible for compliance with all applicable laws pertaining to equal opportunity and non-discrimination.

Section 7.7. Other State Laws and Regulations and Federal Laws and Regulations. The Academy shall comply with other state and federal laws which are applicable to public school academies as public bodies and public schools, including but not limited to, those statutes and laws set forth in Part 6A of the Code, including, but not limited to, those set forth in MCL 380.503(7)(a) – (e), all laws relating to criminal background and unprofessional conduct checks and the terms of this Contract. Likewise the Academy shall comply with such federal laws and regulations applicable to public school academies as public bodies and public schools.

Section 7.8. Federal Laws. The Academy shall comply with federal laws which are applicable to public school academies as public bodies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

Section 7.9. Matriculation Agreement(s). The Academy shall not enter into a matriculation agreement without the prior written approval of Saginaw Valley State University, which must be obtained through the Contract Amendment Process described in Article VIII.

Section 7.10. Partnership Agreement. If the Department and State Reform Office imposes a partnership agreement on the Academy, the Academy shall work collaboratively with the Department, the State Reform Office and other partners to implement the partnership agreement. In the event that a provision in the partnership agreement is inconsistent with a provision in this Contract, this Contract shall control.

Section 7.11. Certifications. The Academy shall use only certified staff, including teachers, business officials and administrators, unless permitted to use uncertified staff, and then it may do so only in accordance with applicable law.

Section 7.12. Transparency Reporting. The Academy shall collect, maintain, and make information concerning its operation and management available to the public and to the University in the same manner as is required by state law for a public school district, including at least the following:

- (a) a copy of this Contract and all attachments, schedules and amendments;
- (b) a list of all currently serving members of the Academy Board of Directors, including their names, addresses, and terms of office;
- (c) copies of all policies approved by the Academy Board of Directors;
- (d) all board materials, agendas, formal resolutions and minutes (excluding minutes kept of closed sessions maintained according to the Open Meetings Act) of all regular and special meetings of the Board of Directors of the Academy;

- (e) a copy of the budget, and any amendments thereto, approved by the Academy Board of Directors;
- (f) copies of all bills paid for amounts of \$10,000.00 or more in the form that they are submitted to the Academy Board;
- (g) quarterly financial reports submitted to the University;
- (h) a current list of all teachers and school administrators working at the Academy, including their individual salaries (as submitted to the registry of educational personnel), copies of their teaching or school administrator's certificates or permits (as applicable), evidence of compliance with the criminal background and unprofessional conduct checks required by the Code;
- (i) copies of all leases or deeds, or both, and of any equipment leases;
- (j) copies of all management or service contracts approved by the Academy Board of Directors;
- (k) all health and safety reports and certificates, including those relating to fire safety, environmental matters, asbestos inspections, boiler inspection and food service;
- (l) any management letters issued as part of the Academy's annual audit;
- (m) within 20 days after the board or board of directors is informed by the appropriate authority of the adequate yearly progress status of its schools for the purposes of the no child left behind act of 2001, Public Law 107-110, for the most recent school year for which it is available, post a notice of the adequate yearly progress status of each school it operates on the homepage of its website;
- (n) within 20 days after the board or board of directors is informed by the department of the accreditation status of its schools for the purposes of section 1280 for the most recent school year for which it is available, post a notice of the accreditation status of each school it operates on the homepage of its website; and
- (o) all other information required by applicable law.

## **ARTICLE VIII AMENDMENT**

Section 8.1. Process for Amending the Contract. Either party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The University Board delegates to its President the review and approval of changes or amendments to this Contract.

Section 8.2. Process for Amending the Articles. The Academy, by a majority vote of its Board of Directors, may at any time, propose specific changes to the Articles of Incorporation or may propose a meeting to discuss potential revisions to the Articles of Incorporation. The proposal

will be made to the University Board through its designee. The University Board delegates to its President the review and approval of changes or amendments to the Articles of Incorporation. In the event that a proposed change is not accepted by the University President, the University Board shall consider and vote upon a change proposed by the Academy Board following an opportunity for a written and oral presentation to the University Board by the Academy Board.

The University Board, or an authorized designee, may, at any time, require specific changes to the Articles of Incorporation or may propose a meeting to discuss potential revision. The Academy Board may delegate to an officer of the Academy the review and negotiation of changes or amendments to the Articles of Incorporation. Any Amendment(s) to the Articles of Incorporation required by the University Board or its designee, shall be approved by the Academy at the next-occurring public meeting following the receipt by the Academy of such required amendment(s). Such amendment(s) shall be promptly filed with the Michigan Department of Licensing and Regulatory Affairs, Corporations Division by the Academy or its designee.

Amendments to the Articles of Incorporation take effect only after they have been filed with the Michigan Department of Licensing and Regulatory Affairs, Corporations Division. In addition, for Academy-initiated amendments, the Academy shall file with the amendment a copy of the University Board's or its designee's approval of the amendment.

Section 8.3. Process for Amending the Bylaws. The Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining (a) the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for special meetings, and (b) the written approval of the changes or amendments by the University President. In the event that a proposed change is not accepted by the University President, the University Board shall consider and vote upon a change proposed by the Academy Board following an opportunity for a written and oral presentation to the University Board by the Academy Board.

The University Board, or its designee, may require an amendment or amendments to the Academy's Bylaws. Such amendment(s) shall be approved by the Academy Board and take effect at the next public meeting of the Academy Board following notice of the required amendment(s).

Amendments to the bylaws take effect only after they have been approved by both the Academy Board and the University President or University Board.

## **ARTICLE IX ENFORCEMENT AND REVOCATION**

Section 9.1. Grounds for Revocation. This Contract may be revoked by the University Board upon a determination by the University Board, pursuant to the procedures set forth in Section 9.2, that one or more of the following has occurred:

- (a) Failure of the Academy to abide by and meet the educational goals set forth in this Contract or to demonstrate improved pupil academic achievement for all groups of pupils as set forth herein;

- (b) Failure of the Academy to comply with all Applicable Law;
- (c) Substantial failure to comply with any applicable State Board rule expressly applicable to public school academies;
- (d) Failure of the Academy to meet generally accepted public sector accounting principles or demonstrate sound fiscal stewardship;
- (e) Failure of the Academy to pay for services provided to the Academy by a nonauthorizing local or intermediate school district if the Academy requested and contracted for the services;
- (f) The Academy is insolvent or has been adjudged bankrupt;
- (g) The Academy, in the sole discretion of the University President, defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- (h) The University President discovers negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, or officers in relation to their performance under this Contract or determines that any principal, agent or employee of the Academy's ESP has engaged in same;
- (i) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Corporations Division without first obtaining the University's approval;
- (j) The Academy has insufficient enrollment to successfully operate its program and/or enrollment falls below twenty-five (25) students;
- (k) The Academy's applicant(s), directors, officers, employees, or agents (including the ESP, its employees or directors) have provided the University false or misleading information or documentation in the performance of this Contract;
- (l) The Academy acts in any way that is inconsistent with the University's responsibility to oversee the Academy's compliance with Contract and all other applicable law;
- (m) Failure by the Academy to fulfill any insurance obligation under Article XII of this Contract, including any failure by the Academy to increase its insurance coverage or purchase additional insurance if so requested by the University;
- (n) Refusal by the Academy or its agents (including the ESP) to provide the University President access to any documentation that is (a) required under this Contract or (b) which he/she deems necessary to carry out his/her oversight function;
- (o) Failure by the Academy to adopt any amendment required by the University Board or its designee;

- (p) Designation of the Academy as being in the lowest performing 5% of schools in the State.

Section 9.2. Procedures for Revoking Contract. The University Board or the President may revoke this Contract at any time for any reason identified in this Contract or any reason, in the University's sole discretion, consistent with the University's responsibility to oversee the Academy's compliance with this Contract and applicable law. The decision of the University to revoke this Contract is solely within the discretion of the University, is final, and is not subject to review by a court or any state agency. If this Contract is revoked or terminated for any reason, either before, during, after or without implementing corrective action, as described below, the University is not liable for such action to the Academy, a pupil of the Academy, the parent or guardian of a pupil of the Academy, or any other person or entity. The revocation of the Contract shall be effective as of a date determined by the University, but in no event later than 15 days after the revocation by the University Board or the President.

Section 9.3. Corrective Action by Order of Reconstitution. The University, in its sole discretion, may issue an Order of Reconstitution requiring the Academy to undertake a plan of corrective action in order to avoid revocation of its Contract ("Corrective Action"). The plan of Corrective Action may include cancellation of the Academy's contract with its ESP, withdrawal of the University's approval of the ESP Management Agreement, termination of one or more Academy Directors' service, appointment of a new member or members to the Academy Board of Directors, elimination of the Academy's ability to offer certain age and grade levels at an identified site or designation of a trustee or receiver to take over the operation of the Academy. In the event a Corrective Action plan is undertaken, the following steps will be observed:

- (a) the University will notify the Academy, in writing, of the specific educational performance or operational issues that it deems failing at the Academy and its intent to revoke the Academy's Contract if the issues are not corrected by a date certain, which will be no earlier than 90 days (absent exigent circumstances) after the date of the notice;
- (b) within thirty days after receipt of the notice described above, the Academy shall respond to the University with any information that the Academy Board of Directors deems relevant to the issues and a plan of correction;
- (c) if the University approves of the plan of correction, it shall be implemented, and the Contract shall be amended accordingly; if the University disapproves the plan of correction, it may implement corrective action in a manner that it, in its sole discretion, deems appropriate to the situation or continue with the revocation of the Contract as it sees fit.

Section 9.4. Termination by Operation of Law. In the event the University Board is notified by the Department that an Academy site is subject to closure under section 507 of the Code, MCL 380.507 ("State's Automatic Closure Notice"), then this Contract shall automatically be amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract shall automatically be terminated at the end of the current school year in which either the State's Automatic Closure Notice is received without any further action of the University Board or the Academy.

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

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

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

## **ARTICLE X SUPERINTENDING CONTROL**

Section 10.1. Superintending Control in the Event of an Emergency. Notwithstanding the foregoing, when the President determines that probable cause exists to believe that the health or safety of the Academy's students is at risk, or that the security of the Academy's property or funds are at risk, the President, or his/her designee, may exercise superintending control over the Academy whether or not there is a pending revocation of the Contract being considered.

## **ARTICLE XI TERMINATION**

Section 11.1. Grounds for Termination by the Academy. This Contract may be terminated by the Academy upon a determination by the Academy Board of Directors that one of the following has occurred:

- (a) The Academy has lost its right to occupancy of the Physical Plant described in Section 6.11 and could not find another suitable physical plant for the Academy prior to the expiration or termination of its right to occupy its existing Physical Plant;
- (b) The Academy is insolvent or adjudged bankrupt;

- (c) The Academy has insufficient enrollment to successfully operate a public school academy and/or enrollment at the Academy falls below twenty-five (25) students.

Section 11.2. Procedures for Terminating Contract. The Academy shall not terminate this Contract unless the following procedures have been implemented:

- (a) Notice. The Academy, upon reasonable belief that grounds for termination of the Contract exist, shall notify the President of such grounds. The notice shall be in writing and shall set forth in sufficient detail the grounds for termination. The President may conduct a preliminary review of the alleged basis for termination.
- (b) Determination by University. Upon receipt by the President of the grounds for termination, the University may accept or reject the request for termination within 30 days.
- (c) Effective Date for Termination. If the President determines that grounds exist for termination of this Contract, the Academy Board may act to terminate this Contract. The termination shall be effective upon University determination.

## **ARTICLE XII PROVISIONS RELATING TO CHARTER SCHOOLS**

Section 12.1. Saginaw Valley State University Faculty Employment in the Academy. Subject to the ability of the Academy to reach separate agreement on the terms, the Academy is permitted to use Saginaw Valley State University faculty as classroom teachers in any grade.

Section 12.2. The Academy Faculty Appointment to Saginaw Valley State University Faculty. Nothing in this Contract shall prohibit a member of the Academy faculty from being appointed to or serving as a member of the Saginaw Valley State University faculty.

Section 12.3. Student Conduct and Discipline. The Academy Board shall adopt, abide by and enforce its own set of written policies concerning student conduct and student discipline.

Section 12.4. Employment Qualifications for Classroom Teachers. The Academy shall employ high quality classroom teachers, as that term is defined in the Elementary and Secondary Education Act, 20 USC Chapter 70, who meet the certification requests set forth in the Code.

Section 12.5. Criminal Background Check. The Academy shall comply with all sections 1230a of the Code and all applicable law concerning criminal background checks. In the event the Academy contracts with an ESP, the ESP shall comply with this section as if it were the Academy and certify such compliance to the Academy and the University President.

Section 12.6. Academy Budget. The Academy Board is responsible for establishing and approving an annual budget, as well as any required amendments thereto. Copies of the annual budget and any amendment thereto will be provided to the University.



Section 12.7. Transportation. The Academy Board may enter into contracts with other school districts or other persons, including municipal and county governments, for the transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation.

Section 12.8. Intramural and Interscholastic Sports. The Academy is authorized to join any organization, association, or league which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 12.9. Legal Liabilities. The Academy acknowledges and agrees that it has no authority to extend the faith and credit of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy hereby covenants not to sue the University or any of the members of its board of control, officers, employees, agents, or representatives for any matters that arise under this Contract. The University does not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent contractor, of the Academy, and no such person shall have the right or standing to bring suit against the University or any of the members of its Board of control, employees, agents, or independent contractors as a result of the issuing or revocation of this Contract.

Section 12.10. Lease and Occupancy and Safety Certificates. Upon request, the Academy shall provide to the University President (a) copies of its lease or deed for the premises in which the Academy shall operate; (b) copies of certificates of occupancy and safety which are required by law for the operation of a public school.

Section 12.11. Deposit of Public Funds by the Academy. The Academy shall deposit or invest all funds received by the Academy in a bank, savings and loan association, credit union, or other institution which is eligible to be a depository of the funds of a public school academy and in instruments permitted by law for such deposit and/or investment.

Section 12.12. Unprofessional Conduct Check. The Academy shall comply with all sections of the Code concerning unprofessional conduct checks for all staff positions. In the event the Academy contracts with an ESP, the ESP shall comply with same as if it were the Academy and certify such to the Academy and the University President.

## **ARTICLE XIII INSURANCE AND INDEMNIFICATION**

Section 13.1. Insurance. The Academy Board shall insure the real and personal property of the Academy and shall purchase general liability insurance. The Academy may join with other public school academies to obtain real and personal property and casualty insurance if the Academy Board finds that such an association provides economic advantages to the Academy. The Academy shall list the University on the insurance policies as an additional named insured. In addition, the Academy shall send to the President copies of its insurance policies. The Academy may expend funds for payment of the cost of participation in an accident or medical insurance

program to insure protection for pupils while attending school or participating in a school program or activity.

Section 13.2. Minimum Insurance Coverage. The Academy shall maintain at least the minimum insurance coverages required from time to time by University insurance providers, including but not limiting to, M.U.S.I.C. At the time of execution of this contract these coverages are as follows, and shall include coverage for sexual molestation and abuse:

- (a) Commercial General or Public Liability: \$1 million per occurrence, \$2 million aggregate, PSA First Named Insured, SVSU Additional insured with primary and noncontributory coverage including coverage for sexual molestation or abuse and corporal punishment;
- (b) Automobile Liability: \$1 million per accident, PSA First Named insured, SVSU Additional insured with primary and noncontributory coverage, Higher limits are required is PSA has its own buses;
- (c) Workers Compensation: Meeting statutory requirements with \$1 million Employers' Liability Limits;
- (d) School Leaders Errors and Omissions: \$1 million per occurrence, \$3 million aggregate, PSA First Named insured, SVSU Additional insured with primary and noncontributory coverage;
- (e) Crime (Including Employee Dishonesty coverage) as well as third-party coverage insuring cash, securities and property: \$500,000 per occurrence and third-party coverage;
- (f) Umbrella: \$4 million "per occurrence" limit and aggregate or unlimited aggregate at a \$2 million limit, PSA First Named insured, SVSU Additional insured with primary and noncontributory coverage.

Section 13.3. Additional Insurance Requirements. The Academy agrees that it shall maintain any and all insurance coverage required by the University through a carrier with an AM Best rating of "A" or higher. The Academy shall purchase additional coverage or policies if so requested by the University or required by the University's insurance providers or by law. The Academy agrees to enter into additional agreements regarding indemnification, insurance and subrogation that may be required by the University's insurance providers. The ESP shall purchase, and provide evidence to the University Board, insurance meeting the requirements set forth above (including the inclusion of coverage for sexual molestation and abuse as well as corporal punishment), naming the Academy and the University as additional, named insureds with primary and noncontributory coverage. Any ESP Management Agreement shall require that such ESP (or employee leasing company) obtain insurance coverage similar to the insurance coverage required of the Academy hereunder.

Section 13.4. Indemnification. The parties acknowledge and agree that the University, its Board of Control (jointly and severally), members, officers, employees and agents are deemed to be third-party beneficiaries for purposes of this Agreement. As third-party beneficiaries, the Academy hereby promises to indemnify and hold harmless the University, its Trustees, members,

officers, employees and agents from all claims, demands, or liability, including actual attorney fees, and related expenses on account of injury, losses, damage (both incidental and consequential), including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University's approval of the Academy's application or the issuance of this Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of reliance by the University. The parties expressly acknowledge and agree that the University and its Board of Control (jointly and severally) members, officers, employees or agents may commence legal action against either party to enforce the rights set forth in this Agreement. Any ESP Management Agreement entered into between the Academy and an ESP shall likewise contain this promise to indemnify the University and its Board of Control (jointly and severally) members, officers, employees and agents by the ESP.

#### **ARTICLE XIV GENERAL TERMS**

Section 14.1. 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, telex 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 person or address as the respective party may designate by notice delivered pursuant hereto:

If to Saginaw Valley State University Board of Control:

Director  
School/University Partnership Office  
Saginaw Valley State University  
7400 Bay Road  
University Center, Michigan 48710

If to Academy: Board President  
Muskegon Maritime Academy  
571 E. Apple Avenue  
Muskegon, Michigan 49442

Section 14.2. 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 14.3. 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 14.4. Entire Contract. This Contract sets forth the entire agreement between the University Board and the Academy with respect to the subject matter of this Contract. All prior application materials, contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.

Section 14.5. Assignment. This Contract is not assignable by either party without the prior written consent of the other party.

Section 14.6. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 14.7. 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 14.8. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 14.9. No Third-Party Rights. This Contract is made for the sole benefit of the Academy and the University. Except as otherwise expressly provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

Section 14.10. Non-agency. It is understood that the Academy is not the agent of the University.

Section 14.11. Governing Law. This Contract shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 14.12. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 14.13. Term of Contract. This Contract shall commence on July 1, 2022, and shall remain in full force and effect for a period of five (5) academic years, ending June 30, 2027, unless sooner terminated according to the terms hereof. The Contract may be renewed or extended, and, under such circumstances, the length of any Contract renewal or extension may vary, as determined in the University's sole and absolute discretion. The University President shall ascertain the success that the Academy has achieved in the implementation of its Educational Program using, in part, the reports provided under Section 6.3, the results it obtains through reported data from pupil assessments and the Academy's annual education report and use these results to inform his/her decision regarding renewal, extension and/or termination. Such decisions shall, nevertheless, be subject to his/her sole and absolute discretion. The most important factor that the

University will consider in contemplating the renewal of the Academy's Contract will be increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria.

Section 14.14. University Board General Policies on Charter Schools Shall Apply. Notwithstanding any provision of this Contract to the contrary, if the University Board adopts additional general policies clarifying procedure and the requirements applicable to public school academics under this contract, the University Board's general policies as from time to time amended will automatically apply to the Academy after thirty (30) days' notice, provided they are not inconsistent with provisions of this Contract. The Academy shall comply with all such policy statements and operating guidelines prepared by the University and/or the University Board.

Section 14.15. Compliance with All Applicable Law. The execution of this contract is by a duly-authorized member of the Academy Board and the signator and Academy Board certify compliance by the Academy and the Academy Board with the terms and conditions of this Contract and all applicable law.

Section 14.16. Contract Submission to MDE. This Contract shall be submitted to the Michigan Department of Education within ten (10) days of issuance.

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

(SIGNATURES ON NEXT PAGE)

ACADEMY:

Muskegon Maritime Academy,  
a Michigan Public School Academy

By: Frank Marezak

Its: Board Chairman

Date: 3/22/2022

UNIVERSITY:

Saginaw Valley State University  
Board of Control

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

Its: President

Date: \_\_\_\_\_

ACADEMY:

Muskegon Maritime Academy,  
a Michigan Public School Academy

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

UNIVERSITY:

Saginaw Valley State University  
Board of Control

By: Donald Baul

Its: President

Date: May 20, 2022

**SCHEDULE 1**  
**SVSU CHARTER SCHOOL POLICY, AS AMENDED**



# **SAGINAW VALLEY STATE UNIVERSITY**

## **Policy Statement on Public School Academies**

### **SCHEDULE 1**

#### **I. Purposes**

Under the provisions of 1993 Public Act 362 the Board of Control of Saginaw Valley State University ("Board") is authorized to enter into contracts for the creation of Public School Academies (PSA). It is the purpose of this policy to set forth criteria and procedures for the administration of the SVSU Board's responsibilities under that law. However, they are intended as guidelines only and the validity of a contract shall not be affected because of a departure from one or more of these criteria or procedures in approving the charter.

The SVSU Board will consider the approval of contracts for PSAs in order to provide elementary and secondary students with enhanced opportunities to achieve the objectives of Article 8 of Michigan's Constitution. By assisting in the development of such educational institutions, SVSU may make significant contributions to the variety and quality of educational programs available to public school pupils as well as create models for exemplary educational practices and parental involvement. The Board may approve such contracts where the likelihood is shown that proposed PSAs can and will meet educational needs of those who are presently inadequately served by offering a quality educational program which is both responsive to those needs, and which has the means and resources necessary to accomplish its educational goals.

#### **II. Application Process**

The School/University Partnership Office will use a two-fold process for identifying potential PSA's to charter including initiatives to plant seeds for potential new academies and to seek partners in forming new PSA's. The RFP process is designed to encourage requests for the proposals identifying a specific type of PSA that SVSU is interested in chartering. Each RFP will be reviewed by the school/university partnerships office and a determination will be made to continue a collective effort with those proposals that meet university requirements. The option always exists for those not successful in this phase to submit applications through the normal application process. The open application process will be to accept proposals for all interested individuals and groups which may have a unique idea for developing a PSA.

Individuals or organizations seeking to enter into a contract with the SVSU Board for the creation and operation of a PSA must submit an application on SVSU Board approved forms which shall include the following items of information:

- A. All those items indicated in M.C.L. 380.502(3). (See Rules & Regulations.)
- B. Documentation that students are presently inadequately served, and how their educational needs are to be met by the proposed PSA.
- C. A description of any unique or special educational or service features of the proposed PSA which would give it particular qualitative dimensions not otherwise available to students.
- D. A description of programs or efforts the PSA will undertake to assure that it will attract and meet the needs of a culturally, economically and ethnically diverse student body.
- E. A description of the qualifications and backgrounds of all teaching and administrative

professionals (Administrative professionals must have demonstrated experience and expertise in administration, teaching, or related activities. They must also have course work or experience in school law, school personnel, and curriculum) employed by the proposed PSA, and a description of the qualifications and backgrounds of all proposed members of the Board of Directors of any PSA applicant. Including applications for “criminal checks” for all staff and board members and documentation requesting “unprofessional conduct checks” for all employees.

- F. A copy of the deed of conveyance or lease of the PSA school building.
- G. A copy of financial planning documents describing the proposed academy’s operating budget and capital needs and resources for a five-year period.
- H. A detailed document indicating responses to the following areas: 1) leadership, 2) information and analysis, 3) strategic planning, 4) human resource development and management, 5) educational and business process management, 6) school performance results, 7) student focus and student stakeholder satisfaction.
- I. A copy of any and all publications, brochures, advertisements or other promotional literature used to recruit students, raise money or otherwise represent the proposed PSA to the public.
- J. Copies of any documents or other materials submitted to obtain approval or accreditation from any governmental or private certifying or accrediting agencies, and a copy of any and all responses obtained from any such agency.
- K. Additional and supplemental information or documents may also be requested by the SVSU Board on a case-by-case basis.
- L. A one-time non-refundable application fee of \$500 shall be submitted at the time of application. Applicants which appear to offer educational programs that are consistent with the purposes of this policy will be considered candidates for Public School Academy status. Such candidates will be required to pay an additional non-refundable \$500 evaluation fee prior to program review. If the board of control ultimately approves the appointment for the PSA, the application fee and evaluation fee will be refunded to the applicant by means of a credit against the administrative fee referenced at paragraph IV(e) of this policy statement. In no event shall the combined total of compensation, expenses and fees paid by a PSA to the SVSU board exceed 3% of the total school aid received by the PSA in the school year in which the compensation, fees, or expenses are charged.

### **III. Evaluation Process**

Applications will be evaluated by the SVSU Board on a competitive basis, taking into consideration the resources available for the proposed PSA, the population to be served by the proposed PSA, and the educational goals to be achieved by the proposed PSA (see M.C.L. 380.503(1)). (See Rules & Regulations.) It is the intent of the SVSU Board to retain the services of an independent, consultant-evaluator to review and evaluate the applicant and advise the SVSU Board as to the needs, plans, goals and resources of the applicant. Individuals shall be selected as a consultant-evaluator on the basis of their background and expertise in the field of K-12 education and the operation and evaluation of K-12 schools. (See Independent Review.)

It is expected, but not assured, that the process of evaluating applications will require from 60-120 days from date of receipt. The SVSU Board will consider the evaluation report together with the contents of the application in a timely manner as part of its normal committee and Board meeting agenda.

#### **IV. Operation and Oversight of Public School Academies**

Any contract issued to a PSA shall contain the following provisions:

- A. Provisions addressing all those items set forth in M.C.L. 380.503(4) and (5). (See Rules & Regulations.)
- B. The term of the initial contract, not to exceed five years, with the possibility but without the assurance of renewal.
- C. An assurance by the Board of Directors of the PSA that the school is and will remain in compliance with all applicable state, federal and local laws, including but not limited to those indicated in the Appendix to this Policy (to be renewed annually).
- D. A requirement that the PSA will submit to both scheduled and unplanned review visits by consultant-evaluators appointed by the SVSU Board.
- E. A provision that the SVSU Board will retain 3% of the per pupil State funding to the PSA as compensation for administrative costs it incurs for its oversight functions and service as fiscal agent.
- F. A requirement that a public school academy will submit to the SVSU Board an audit report conducted by a certified public accounting firm to be selected by the SVSU Board. Such reports must be received on an annual basis, and not more than 90 days following the completion of the public school academy's fiscal year.
- G. A provision that the PSA will not have or maintain any affiliation with a church or other religious organization which would disqualify it under the State or federal constitution from receiving public support.
- H. A provision that the PSA will not operate at a site or for age and grade ranges other than those described in its original application, and that it will maintain current certifications, accreditations or other approvals from public and private agencies which were in place at the time of application.
- I. An assurance from the PSA that it shall furnish to the SVSU Board such proofs at such intervals as the SVSU Board may reasonably request of the PSA's continuing compliance with all applicable laws and with the continuing truth of each and every representation made in its application to and subsequent contract with the SVSU Board. Such provision shall further provide that if the PSA ceases to comply with any provision of law or any such representation, or any such representation ceases to be true, the PSA shall promptly notify the failure of the representation to the SVSU Board.
- J. A provision requiring the PSA to undertake and sustain good faith efforts to attract and serve a student body that is culturally, economically and ethnically diverse.
- K. A provision requiring that the PSA will hold SVSU, its Trustees, officers, employees and agents harmless with effect to any claims asserted because of an act or failure to act of the PSA, its officers, employees, agents, pupils or the representatives of them and shall further have SVSU named as a co-endorsee on general liability insurance coverage in an amount not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. The charter school must also provide automobile liability in the amount of \$1,000,000, workers compensation at the statutory limits, school leaders (K-12 Errors & Omissions) in the amount of \$1,000,000 each occurrence/aggregate, Employee Dishonesty \$500,000, and Employee Crime in the amount of \$10,000.
- L. A provision providing that the PSA recognizes and agrees to the grounds provided for revocation of its contract as set forth in M.C.L. 380.507 (See Rules & Regulations) and in the contract granted by the SVSU Board. The decision of an authorizing body to revoke a contract under this section is solely within the discretion of the authorizing body, is final, and is not subject to review by a court or any state agency. An authorizing body that revokes a contract

under this section is not liable for that action to the public school academy, public school academy corporation, a pupil of the public school academy, the parent or guardian of a public school academy, or any other person.

- M. Normally schools should have a minimum enrollment of 50 students for elementary and 100 students for secondary. Exceptions may be made for compelling reasons.

## **V. Boards of Directors of Public School Academies**

Because any PSA becomes, in effect, a fully-funded public school, those responsible for the governance of the PSA must be fully accountable to the public. Further, opportunity must be provided to the public for participation in the selection of those responsible for the governance of such public institutions.

The following criteria and provisions shall be applicable to the Boards of Directors of any PSA subject to a contract with the SVSU Board:

1. The PSA Boards shall be comprised of not fewer than five persons, selected on the basis of their commitment to and interest and experience in public education. Individuals shall serve for a term of not more than three years, and the terms of PSA Board members shall be staggered to provide continuity and stability in PSA Board membership.
2. Public notice shall be given by the PSA of vacancies on its Board of Directors, and an opportunity shall be provided for interested individuals to apply for appointment to any such Board. The PSA will submit two names for each vacancy that exists on the Board of Directors after the initial board has been installed.
3. The SVSU Board shall approve appointments to the PSA Board of Directors.
4. At the time of any expired term or other vacancy on a PSA's Board of Directors, the then-serving Directors shall review applicants for such vacancies and recommend to the SVSU Board persons for appointment.
5. The SVSU Board reserves the authority to remove any person from membership on a PSA Board at its sole discretion for cause.
6. In the event that one or more vacancies develop on the Board of Directors of a PSA at a time or in a manner that renders the PSA Board of Directors unable to conduct business, the President of SVSU may make interim appointments to fill the vacancies on the Board of Directors of the PSA. Such interim appointments will remain in effect until subsequent action by the SVSU Board.

**SAGINAW VALLEY STATE UNIVERSITY  
BOARD OF CONTROL**

**RESOLUTION TO ADOPT REVISIONS TO THE POLICY STATEMENT  
ON PUBLIC SCHOOL ACADEMIES**

May 21, 2001

The Board of Control of Saginaw Valley State University has undertaken with seriousness and diligence its responsibilities under the Revised School Code Part 6A for the issuance of charters to and oversight of public school academies. At the present time, this Board is responsible for the creation and operation of some 18 such institutions.

While these academies and the “charter school movement” generally have both provided additional options to public school pupils and their families and contributed to the creation of a more healthy and competitive environment in public education, Michigan’s “system of chartering and overseeing public school academies has developed in ways that could not have been foreseen and could well be improved. It is also apparent that the role of this and other public universities could well be clarified and perhaps focused in ways that would better contribute to the success of public school academies and public education.

At present, nine public universities in Michigan have issued some 149 charters to public school academies. One institution, Central Michigan University, has issued the greatest number (58 - some 39% of the total) and has received special State and Federal support for its efforts statewide. Other universities, including SVSU (18 - some 12% of the total), have issued varied numbers of charters to academies that are located at sites across the State, many if not most geographically remote from the main campuses of the issuing universities. It would appear that there is little if any rationale for this distribution of responsibility for these particular academies by particular universities - creating a “system” for responsibility and oversight that may be inefficient and less than optimally effective.

This Board respectfully urges that legislation be enacted which would permit public universities to enter into arrangements for transferring of charters between and among universities so as to enable the creation of a more orderly and effective statewide system for oversight and responsibility.

If such legislation is enacted, SVSU will seek to arrange the transfer of several of its charters to universities in closer geographic proximity to particular public school academies or to an institution that has chosen a statewide role for itself in this regard.

SVSU will also focus its efforts on a smaller number of academies, preferably located in closer proximity to the main campus. SVSU could thus develop a closer, more supportive and mutually beneficial relationship with these few academies. Such relationships could involve collaboration between the schools and certain academic and service departments of the University, and result in unique programs within these public school academies that might serve as models for public education and as laboratories for University students and programs.

**SCHEDULE 2**  
**FISCAL AGENT AGREEMENT**

# **FISCAL AGENT AGREEMENT**

## **SCHEDULE 2**

This Agreement is made as of July 1, 2022, and shall have an effective date of July 1, 2022, by and among Saginaw Valley State University Board of Control (“University Board”), an authorizing body as defined by the School Code of 1976 as amended, (the “Code”), the State of Michigan (the “State”) and the Board of Directors of Muskegon Maritime Academy (“Academy”), a public school academy.

### **Preliminary Recitals**

WHEREAS, the University Board and the Academy are entering into a Contract to Charter a Public School Academy dated July 1, 2022, the (the “Contract”), and

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

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

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

## **ARTICLE I**

### **DEFINITIONS AND INTERPRETATIONS**

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

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

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

“Contract” means the contract to charter a public school academy which the University Board and the Academy are entering into.

“Fiscal Agent” means the University Board or an officer or employee of Saginaw Valley State University as designated by the University Board.

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

“State School Aid Payment” means any payment of money the Academy receives from the school aid fund established pursuant to Article IX, Section 11 of the Michigan Constitution or under the School Aid Act of 1979, as amended, net any deductions set forth in Section 2.2 hereof.

“State” means the State of Michigan.

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

## ARTICLE II

### FISCAL AGENT DUTIES

Section 2.01. Receipt of School Aid Funds. The University Board is the Fiscal Agent for 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. The Fiscal Agent shall transfer, net any amount(s) authorized to be withheld by the Fiscal Agent pursuant to applicable law, including but not limited to, the 3% oversight fee charged pursuant to MCLA 380.502(6) and any amounts charged pursuant to Section 2.4 of the Contract, all State School Aid Payments, and all Other Funds received on behalf of the Academy to the Academy within ten (10) days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable state board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors as the Academy’s authorized depository account, except as provided in Section 6.03 below, and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy’s pupil count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State Aid School Payments received on behalf of the Academy from the State Treasurer. The Fiscal Agent’s duties under this Agreement are separate from the University Board’s duties outlined in the Contract.

## ARTICLE III

### STATE DUTIES

Section 3.01. Eligibility for State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the eligibility of the Academy to receive State School Aid Payments. The State, through its Department of Education, has sole



responsibility for determining the amount of State School Aid Payments, if any, the Academy shall be entitled to receive.

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

## ARTICLE IV

### ACADEMY DUTIES

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

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

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

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

## ARTICLE V

### RECORDS AND REPORTS

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

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy annually a written report dated as of June 30 summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State

Treasurer and any Other Funds for which the University Board acted as Fiscal Agent under this Agreement.

## ARTICLE VI

### CONCERNING THE FISCAL AGENT

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

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

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

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

Section 6.03. State Aid Re-Direction. The Fiscal Agent, in its sole discretion at the Academy's timely request, may consent to enter into an agreement with the Academy and a third party whereby State School Aid is directed by the Fiscal Agent for receipt by a third party. In the event the Academy wishes the Fiscal Agent to undertake such a re-direction, it shall provide documentation to the Fiscal Agent sufficiently in advance of the date at which the re-direction is requested for the Fiscal Agent to review the propriety of the request. The Fiscal Agent reserves the right to charge the Academy a fee for undertaking such service to the Academy.

## ARTICLE VII

### MISCELLANEOUS

Section 7.01. Notice. Any notice, authorization, request, or demand required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when mailed by regular first class mail and addressed as follows:

To the Academy: Board President  
Muskegon Maritime Academy  
571 E. Apple Avenue  
Muskegon, Michigan 49442

To the Fiscal Agent: Director  
School/University Partnerships  
Saginaw Valley State University  
7400 Bay Road  
University Center, Michigan 48710

To the State: State Treasurer  
Treasury Building  
430 W. Allegan Street  
Lansing, Michigan 48922

A United States Post Office registered or certified mail receipt or overnight courier receipt showing delivery of such documents shall be conclusive evidence of the date and fact of delivery. Any party to this Agreement may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) days prior notice of the change.

Section 7.02. Termination of Responsibilities. Upon the taking of all the actions as described in this Agreement by the Fiscal Agent or upon the suspension, termination or revocation of the Academy's contract with the University Board, the Fiscal Agent shall have no further obligations or responsibilities under this Agreement to the Academy or any other person or persons in connection with this Agreement and this Agreement shall be discharged.

Section 7.03. Binding Agreement. This Agreement shall be binding upon the Fiscal Agent, the State, and the Academy and their respective successors and legal representatives and shall incur solely to the benefit of the Academy, the Fiscal Agent and the State and their respective successors and legal representatives.

Section 7.04. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained in this Agreement.

Section 7.05. Michigan Law Governs. This Agreement shall be governed exclusively by the provisions of this Agreement and by the applicable laws of the State of Michigan.

Section 7.06. Amendment. This Agreement is made for the benefit of the Fiscal Agent, the Academy and the State and it may be altered or amended in writing only if the University Board and the Academy have followed the procedures set forth in Article VIII of the Contract and only upon approval of the Academy, the University Board and the State. However, if the Code is amended after the effective date of this Agreement in a manner which alters the responsibilities or duties of the Fiscal Agent under the Code, the responsibilities and duties of the Fiscal Agent shall be so altered as of the effective date of such amendment to the Code.

Section 7.07. Term of Agreement. The term of this Agreement shall coincide with the term of the Contract.

Section 7.08. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective and duly authorized officers as of the day and year indicated herein.

ACADEMY:

AUTHORIZING BODY:

Muskegon Maritime Academy

Saginaw Valley State University

By: Frank P. Maryak

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

Title: Board President

Title: Director, School/University Partnerships

Date: 4/11/2022

Date: \_\_\_\_\_

Section 7.07. Term of Agreement. The term of this Agreement shall coincide with the term of the Contract.

Section 7.08. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective and duly authorized officers as of the day and year indicated herein.

ACADEMY:

Muskegon Maritime Academy

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

Title: Board President

Date: \_\_\_\_\_

AUTHORIZING BODY:

Saginaw Valley State University

By: Candice A Casey

Title: Director, School/University Partnerships

Date: 5/18/2022

# ACKNOWLEDGEMENT OF RECEIPT

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the forgoing Fiscal Agent Agreement that is part of the Contract issued by Saginaw Valley State University to the Muskegon Maritime Academy.

By: Alyson Hayden

Alyson Hayden, Director  
Bureau of State and Authority Finance  
Michigan Department of Treasury  
430 W. Allegan Street  
Lansing, Michigan 48922

Date: 5/18/22

**SCHEDULE 3**  
**ACADEMY ARTICLES OF INCORPORATION, FILING ENDORSEMENT AND**  
**CERTIFICATE OF GOOD STANDING**



Form Revision Date 07/2016

## ARTICLES OF INCORPORATION

For use by DOMESTIC NONPROFIT CORPORATION

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

### ARTICLE I

The name of the corporation is:

MUSKEGON MARITIME ACADEMY

### ARTICLE II

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

The purposes for which the Corporation is organized are:

1. Specifically, the Corporation is organized for the purposes of operating as a public school academy in the State of Michigan pursuant to Part 6A of the School Code.
2. The authorizing body for the Corporation is the Saginaw Valley State University Board of Control (the "Authorizing Body") which will enter into a contract with the Corporation (the "Contract") to allow the Corporation to operate as a public school academy as authorized under the School Code.
3. The Corporation, including all activities incident to its purpose, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code of 1986, as amended ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a public school organized under the laws of the State of Michigan and subject to a contract between the Corporation and its Authorizing Body allowing the Corporation to operate as a public school academy as authorized under the School Code.

### ARTICLE III

The Corporation is formed upon  basis.

If formed on a stock basis, the total number of shares the corporation has authority to issue is

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

None

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

None

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

1. State school aid payments received pursuant to the State School Aid Act, Act 94, Public Acts of Michigan, 1979, as amended (the "School Aid Act") or any successor law;
2. Federal funds;
3. Donations;
4. Fees and charges permitted to be charged by public school academies; and
5. Other funds lawfully received.

The Corporation is formed on a  basis.

### ARTICLE IV



The street address of the registered office of the corporation and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: JAMES M. CROWLEY  
2. Street Address: 150 W. JEFFERSON  
Apt/Suite/Other: SUITE 2500  
City: DETROIT  
State: MI Zip Code: 48226

3. Registered Office Mailing Address:  
P.O. Box or Street Address: 150 W. JEFFERSON  
Apt/Suite/Other: SUITE 2500  
City: DETROIT  
State: MI Zip Code: 48226

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
JAMES M. CROWLEY	150 W. JEFFERSON, SUITE 2500, DETROIT, MI 48226 USA

Use the space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added.

ARTICLE VI

THE CORPORATION IS A GOVERNMENTAL ENTITY.

ARTICLE VII

THE QUALIFICATIONS, NUMBER OF MEMBERS, METHOD OF SELECTION, AND THE LENGTH OF TERM OF THE CORPORATION’S BOARD OF DIRECTORS SHALL BE AS SET FORTH IN THE CORPORATION’S BYLAWS AND AS REQUIRED BY THE SCHOOL CODE AND THE NONPROFIT CORPORATION ACT.

ARTICLE VIII

NO PART OF THE NET EARNINGS OF THE CORPORATION SHALL INURE TO THE BENEFIT OF OR BE DISTRIBUTABLE TO ITS DIRECTORS, OFFICERS OR OTHER PRIVATE PERSONS, OR ORGANIZATIONS ORGANIZED AND OPERATED FOR PROFIT (EXCEPT THAT THE CORPORATION SHALL BE AUTHORIZED AND EMPOWERED TO PAY REASONABLE COMPENSATION FOR SERVICES RENDERED AND TO MAKE PAYMENTS AND DISTRIBUTIONS IN THE FURTHERANCE OF THE PURPOSES SET FORTH IN ARTICLE II HEREOF). NOTWITHSTANDING ANY OTHER PROVISION OF THESE ARTICLES, THE CORPORATION SHALL NOT CARRY ON ANY OTHER ACTIVITIES NOT PERMITTED TO BE CARRIED ON BY A GOVERNMENTAL ENTITY EXEMPT FROM FEDERAL INCOME TAX UNDER SECTION 115 OF THE IRC, OR COMPARABLE PROVISIONS OF ANY SUCCESSOR LAW.

EXCEPT AS OTHERWISE PROVIDED BY LAW, UPON THE DISSOLUTION OF THE CORPORATION, THE BOARD OF DIRECTORS 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 ITS AUTHORIZING BODY, OR TO SUCH OTHER GOVERNMENTAL ENTITIES WHO ARE ORGANIZED FOR SIMILAR PURPOSES AS SET FORTH IN ARTICLE II. PROVIDED, HOWEVER, THAT PROPERTY ACQUIRED SUBSTANTIALLY WITH FUNDS APPROPRIATED UNDER THE SCHOOL AID ACT SHALL BE TRANSFERRED TO THE STATE OF MICHIGAN UPON THE DISSOLUTION OF THE CORPORATION.

ARTICLE IX

UPON THE EXECUTION OF THE CONTRACT, ALLOWING THE CORPORATION TO OPERATE AS A PUBLIC SCHOOL ACADEMY, THE CORPORATION AND ITS INCORPORATORS, MEMBERS OF ITS BOARD OF DIRECTORS, OFFICERS, EMPLOYEES, AND VOLUNTEERS HAVE GOVERNMENTAL IMMUNITY AS PROVIDED IN SECTION 7 OF THE GOVERNMENTAL LIABILITY FOR NEGLIGENCE ACT, ACT 170 , PUBLIC ACTS OF MICHIGAN, 1964, AS AMENDED.

ARTICLE X

DURING THE TERM OF THE CONTRACT THESE ARTICLES OF INCORPORATION SHALL NOT BE AMENDED EXCEPT BY THE PROCESS PROVIDED IN THE CONTRACT. THIS PROCESS IS AS FOLLOWS:

THE CORPORATION, BY A MAJORITY VOTE OF ITS BOARD OF DIRECTORS, MAY AT ANY TIME, PROPOSE SPECIFIC CHANGES TO THE ARTICLES OF INCORPORATION OR MAY PROPOSE A MEETING TO DISCUSS POTENTIAL REVISIONS TO THE ARTICLES OF INCORPORATION. THE PROPOSAL WILL BE MADE TO THE AUTHORIZING BODY THROUGH ITS DESIGNEE. THE AUTHORIZING BODY DELEGATES TO ITS PRESIDENT, OR THE PRESIDENT'S DESIGNEE, THE REVIEW AND APPROVAL OF CHANGES OR AMENDMENTS TO THE ARTICLES OF INCORPORATION. IN THE EVENT THAT A PROPOSED CHANGE IS NOT ACCEPTED BY THE AUTHORIZING BODY'S PRESIDENT OR THE PRESIDENT'S DESIGNEE, THE AUTHORIZING BODY SHALL CONSIDER AND VOTE UPON A CHANGE PROPOSED BY THE CORPORATION'S BOARD OF DIRECTORS FOLLOWING AN OPPORTUNITY FOR A WRITTEN AND ORAL PRESENTATION TO THE AUTHORIZING BODY BY THE CORPORATION'S BOARD OF DIRECTORS.

THE AUTHORIZING BODY, OR AN AUTHORIZED DESIGNEE, MAY, AT ANY TIME, PROPOSE SPECIFIC CHANGES TO THE ARTICLES OF INCORPORATION OR MAY PROPOSE A MEETING TO DISCUSS POTENTIAL REVISION. THE CORPORATION'S BOARD OF DIRECTORS MAY DELEGATE TO AN OFFICER OF THE CORPORATION THE REVIEW AND NEGOTIATION OF CHANGES OR AMENDMENTS TO THE ARTICLES OF INCORPORATION. THESE ARTICLES OF INCORPORATION SHALL BE AMENDED AS REQUESTED BY THE AUTHORIZING BODY UPON A MAJORITY VOTE OF THE CORPORATION'S BOARD OF DIRECTORS.

UPON THE TERMINATION OR REVOCATION OF THE CONTRACT, THE ACADEMY MAY AMEND THESE ARTICLES OF INCORPORATION AS NECESSARY TO ALLOW THE ACADEMY BOARD OF DIRECTORS TO: (A) TAKE ACTION TO APPOINT ACADEMY BOARD OF DIRECTOR MEMBERS IN ORDER TO HAVE A QUORUM NECESSARY TO TAKE ACADEMY BOARD ACTION; OR (B) EFFECTUATE A DISSOLUTION, PROVIDED THAT THE ACADEMY BOARD OF DIRECTORS MAY NOT AMEND THE ARTICLES OF INCORPORATION WITH REGARD TO THE DISPOSITION OF ASSETS UPON DISSOLUTION.

ARTICLE XI

THE CORPORATION'S BOARD OF DIRECTORS SHALL HAVE ALL THE POWERS AND DUTIES PERMITTED BY LAW TO MANAGE THE BUSINESS, PROPERTY AND AFFAIRS OF THE CORPORATION.

ARTICLE XII

THE CORPORATION SHALL COMPLY WITH ALL STATE AND FEDERAL LAW APPLICABLE TO PUBLIC SCHOOLS CONCERNING CHURCH-STATE ISSUES. TO THE EXTENT DISQUALIFIED UNDER THE FEDERAL OR STATE CONSTITUTION, THE CORPORATION 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.

ARTICLE XIII

THESE ARTICLES OF INCORPORATION SHALL BECOME EFFECTIVE UPON FILING. HOWEVER, THE CORPORATION SHALL NOT CARRY OUT THE PURPOSES SET FORTH IN ARTICLE II UNLESS ITS AUTHORIZING BODY ISSUES THE CORPORATION A CONTRACT TO OPERATE AS A PUBLIC SCHOOL ACADEMY, AND THE CONTRACT IS EXECUTED BY BOTH THE CORPORATION AND THE AUTHORIZING BODY.

Signed this 4th Day of January, 2022 by the incorporator(s).

Signature	Title	Title if "Other" was selected
James M. Crowley	Incorporator	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

 Decline       Accept

***MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS***  
***FILING ENDORSEMENT***

***This is to Certify that the*** ARTICLES OF INCORPORATION

***for***

MUSKEGON MARITIME ACADEMY

***ID Number:*** 802786981

***received by electronic transmission on*** January 04, 2022 ***, is hereby endorsed.***

***Filed on*** January 06, 2022 ***, by the Administrator.***

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



***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 6th day of January, 2022.***

*Linda Clegg*

***Linda Clegg, Director***

***Corporations, Securities & Commercial Licensing Bureau***

**SCHEDULE 4**  
**ACADEMY BYLAWS SIGNED BY ACADEMY DESIGNEE**

**BYLAWS**  
**OF**  
**MUSKEGON MARITIME ACADEMY**

**ARTICLE I**  
**NAME**

This organization shall be called MUSKEGON MARITIME ACACDEMY (the “Academy” or the “Corporation”), which shall be a Michigan public school academy authorized by the Saginaw Valley State University Board of Trustees.

**ARTICLE II**  
**FORM OF CORPORATION**

The Academy is 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, 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 registered agent, as required by the Michigan Nonprofit Corporation Act, MCL 450.2101 et seq.

**ARTICLE IV**  
**BOARD OF DIRECTORS; MEETINGS; FISCAL YEAR**

Section 1. General Powers. The business, property and affairs of the Corporation shall be managed by its Board of Directors. The Board of Directors may exercise any and all of the powers granted to it under the Michigan Non-Profit Corporation Act or pursuant to Part 6A of the Michigan Revised School Code (“Code”), as amended, MCL Section 380.501 et seq. The Board of Directors may delegate such powers to the officers of the Board of Directors as it deems necessary and to the extent permitted by applicable law.

Section 2. Method of Selection. The initial Board of Directors shall be the individuals named in the resolution approved by the Saginaw Valley State University Board of Control (“University Board”). Subsequently, the Board of Directors of the Corporation shall nominate a list of potential members of the Board of Directors equaling at least twice the number of vacancies on the Board of Directors. Provided the Board of Directors submits the list of nominees at least forty- five (45) days before the planning sessions for the University Board meetings, the University Board shall select members from the list of nominees at any of its meetings. In the

event that a vacancy causes the Board of Directors to be unable to have a quorum, the University Board may accept the list of nominees and make an appointment at its next regularly scheduled meeting. When the nominations are forwarded to the University Board, they shall be accompanied by the nominees' resume, and each nominee shall be available for interview by the University Board or its designee. A member appointed to fill a vacancy created other than by expiration of a term shall be appointed for the unexpired term of the vacating member in the same manner as the original appointment.

Section 3. Length of Term. The term of each member of the Board of Directors shall be three (3) years, except that of the members first appointed, 1/3 shall be appointed for a term of three (3) years, 1/3 shall be appointed for a term of two (2) years, and the remainder shall be appointed for a term of one (1) year. At the first meeting, the Board of Directors shall designate which members of the initial Board of Directors shall serve one (1), two (2), and three (3) year terms. The length of term of the members of the Board of Directors shall commence with the first meeting of the Board of Directors. The initial terms shall commence on the day of appointment and shall continue until June 30 of the respective term year. Subsequent terms shall be from July 1 through June 30 of the appropriate year.

Section 4. Number of Directors. The number of members of the initial Board of Directors shall be five. The number of members of the Board of Directors shall never be fewer than five (5) nor more than nine (9), as determined from time to time by the University Board.

Section 5. Qualifications. All members of the Board of Directors must be United States citizens. Members of the Board of Directors shall not include: i) employees of the Academy; ii) directors, officers, or employees of a management company that contracts with the Academy; iii) members appointed or controlled by a profit or another non-profit corporation; or (iv) Saginaw Valley State University officials, as representatives of Saginaw Valley State University ("University").

Section 6. Oath. All members of the Board of Directors of the Corporation must file an acceptance of office with the University. All members of the Board of Directors of the Corporation shall take the oath of office required by Section 512a (4)(b)(vi) of the Code.

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

Section 8. Removal. Any Director may be removed with cause by a two-thirds (2/3) vote of the Board of Directors of the Corporation or as directed by the University Board.

Section 9. Resignation. Any Director may resign at any time by providing written notice to the Corporation. Notice of resignation will be effective upon receipt or at a subsequent time designated in the notice. A successor shall be appointed as provided in Section 2 of this Article.

Section 10. Annual and Regular Meetings. The Board of Directors shall hold an annual meeting in July of each year. The Board of Directors may provide, by resolution, the time and place, within the State of Michigan, for the holding of regular meetings. The Corporation shall provide notice of the annual and all regular meetings as required by the Open Meetings Act, MCL Section 15.261 et seq.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix the place within the State of Michigan for holding any special meeting of the Board of Directors called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the Corporation in the State of Michigan. The Corporation shall provide notice of all special meetings as required by the Open Meetings Act.

Section 12. Notice; Waiver. In addition to the notice provisions of the Open Meetings Act, notice of any special meeting shall be given at least twenty-four (24) hours prior to the special meeting by written notice, stating the time and place of the meeting, delivered personally or mailed or sent by facsimile to each Director at the Directors business address. If mailed, such notice shall be deemed to be delivered forty-eight (48) hours after it is deposited in the United States mail so addressed, with postage thereon prepaid. If notice is given by facsimile, such notice shall be deemed to be delivered when the facsimile is sent. Any Director may waive notice of any meeting by written statement, or telecopy sent by the Director, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 13. Quorum. A majority of the Directors of the Board of Directors constitutes a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time, providing such notice as is required by the Open Meeting Act.

Section 14. Manner of Acting. The act of the majority of the Directors of the Board of Directors shall be the act of the Board of Directors.

Section 15. Open Meetings. All meetings of the Board of Directors, including committee meetings, shall at all times be in compliance with the Open Meetings Act, to the extent the Open Meetings Act is applicable.

Section 16. Board Vacancies. A vacancy on the Board of Directors shall occur as specified in the Code. Any vacancy shall be filled as provided in Section 2 of this Article.

Section 17. Compensation. A Director of the Corporation shall serve as a volunteer director. By resolution of the Board of Directors, the Directors may be paid their expenses, if any, of

attendance at meetings of the Board of Directors, subject to the statutes regarding Contracts of Public Servants with Public Entities Act, Act 317, Public Acts of Michigan, 1968, MCL Section 15.321 et seq.; the Standards of Conduct for Public Officers and Employees Act, Act 196, Public Acts of Michigan, 1973, MCL Section 15.341 et seq.; and the Incompatible Public Offices Act, Act 566, Public Acts of Michigan, 1978, MCL Section 15.181 et seq.

Section 18. Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

Section 19. Committees. The Board of Directors, by resolution, may designate one or more committees, each committee to consist of one or more Directors elected by the Board of Directors, which shall have the functions provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution. The Board of Directors may elect one or more of its members as alternate members of any committee who may take the place of any absent member or members at any meeting of a committee, upon request by the Chair of the meeting. Subject to the Open Meetings Act and other applicable law, each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Board of Directors of its activities as the Board of Directors may request.

Section 20. Fiscal Year, Budget, and Accounting. The fiscal year of the Corporation shall begin on the first day of July in each year. The Board of Directors, subject to the oversight responsibilities of the University Board, shall have exclusive control of the budget. The Board of Directors shall prepare and publish an annual budget in accordance with University Board policy and in accordance with the Uniform Budgeting and Accounting Act, Act 2, Public Acts of Michigan, 1968, as amended.

## **ARTICLE V 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 Board of Directors.

Section 2. Election and Term of Office. The Board of Directors shall elect the initial officers at a duly noticed meeting. Thereafter, the officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. 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 Board of Directors may be removed by the Board of Directors 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 Board of Directors for the unexpired portion of the term.

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

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

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

Section 8. Treasurer. The Treasurer of the school shall be a member of the Board of Directors of the school. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the school; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the school in such banks, trust companies or other depositories as shall be selected by the Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the school 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 Board of Directors.

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Board of Directors, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary, Treasurer, or President or by the Board of Directors. The Board of Directors 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 Board of Directors may by resolution otherwise determine.

Section 10. Salaries. Officers of the Board of Directors may not be compensated for their services. They may, however, be reimbursed for traveling and other expenses.

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

## **ARTICLE VI CONTRACTS, LOANS, CHECKS AND DEPOSITS, SPECIAL CORPORATE ACTS**

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Board of Directors 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.

Section 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. 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.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidence 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 Board of Directors.

Section 4. Deposits. All 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 Board of Directors may select, provided that such financial institution is eligible to be a depository of surplus funds under Section 5 or 6 of Act No. 105 of the Public Acts of 1855, as amended, being Sections 21.145 and 21.146 of the Michigan Compiled Laws.

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

Section 6. Contracts Between Corporation and Related Persons. Any contract or other transaction between this Corporation and one or more of its Directors, or between this Corporation and any firm of which one or more of this Corporation's Directors are members or employees, or in which one or more of this Corporation's Directors are interested, shall be valid for all purposes, notwithstanding the presence of such Director or Directors at the meeting at which the Board of Directors of the Corporation acts upon, or in reference to, such contract or transaction, and notwithstanding the participation of the Director or Directors in such action, if the fact of such interest shall be disclosed or known to the Board of Directors and the Board of Directors shall, nevertheless, authorize, approve and ratify such contract or transaction by a vote of a majority of the Directors present, such interested Director or Directors to be counted in determining whether a quorum is present, but not to be counted as voting upon the matter or in calculating the majority of such quorum necessary to carry such vote. This Section shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

Any director, officer or employee of the Academy, who enters into a contract with the Academy, that meets the definition of contract under the statute on Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being Section 15.321 to 15.330 of

the Michigan Compiled Laws, shall comply with the public disclosure requirements set forth in Section 3 of the statute. Public disclosure of the contract means as follows:

- (i) Prompt disclosure of any pecuniary interest in a contract with the Corporation. The disclosure shall be made a matter of corporate record at a regular or special meeting.
- (ii) The contract is approved by a vote of not less than 2/3 of the directors of the Corporation at a regular or special meeting. If applicable, the vote shall be without the vote of the director making the disclosure.
- (iii) The Corporation discloses the following summary information in its board minutes:
  - (a) The name of each party involved in the contract;
  - (b) The terms of the contract, including duration, financial consideration between parties, facilities or services of the Corporation degree of fulfillment of included in the contract, and the nature and assignment of Corporation employees for the contract; and
  - (c) The nature of any pecuniary interest.

## **ARTICLE VII INDEMNIFICATION**

Each person who is or was a trustee, 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 trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture 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 Board, grant rights to indemnification to any employee or agent of the Corporation to the extent provided under the laws of the State of Michigan as they may be in effect from time to time.

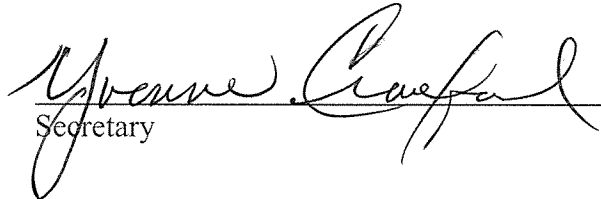
## **ARTICLE VIII SEAL**

The Board of Directors may provide a corporate seal which shall be circular in form and have inscribed thereon the name of the Corporation, the State of Michigan and the words "Corporate Seal" and "Public School Academy."

## **ARTICLE IX AMENDMENTS**

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining (a) the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board of Directors, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for special meetings, and (b) the written approval of the changes or amendments by the University President. In the event that a proposed change is not accepted by the University President, the University Board shall consider and vote upon a change proposed by the Corporation following an opportunity for a written and oral presentation to the University Board by the Corporation. Amendments to these Bylaws take effect only after they have been approved by both the Corporation Board of Directors and by the University President or the University Board.

These Bylaws were adopted as and for the Bylaws of the Academy in an open and public meeting, by unanimous consent of the Board of Directors on the 1 day of March, 2022.

  
Secretary

38637423.1/160240.00001

## **SCHEDULE 5**

### **DESCRIPTION OF EDUCATIONAL PROGRAM AND EDUCATIONAL GOALS**

Standard 1: The Academy shall, at a minimum, demonstrate to the Authorizer that its students are making sufficient progress to meet state-identified proficiency targets in each tested content area and grade level.

Standard 2: The Academy shall outperform host district/comparable district on the state-identified proficiency test.

Standard 3: Using a recognized norm-referenced test, the Academy shall demonstrate that:

- students' fall-to-spring growth demonstrates measurable progress toward grade level targets (closing the gap—bringing students closer to grade level); and
- students' median fall-to-spring Student Conditional Growth Percentile (SCGP) will be at the fiftieth percentile or higher (compares like students, with similar scores – not grade specific).

Standard 4: Using a recognized norm-referenced test, the Academy shall demonstrate that:

- students will achieve scores equal to or greater than the grade level reading and math College/Career Readiness (CCR) target; and
- the percent of students meeting their projected score will average 60% (1 year's growth in 1 years' time).

An Academy identified by the Authorizer as being deficient in meeting the standards above, shall, further, engage, at its sole cost, the services of an entity with a demonstrated track record of improving instructional methodologies. This entity shall be acceptable to SVSU, in its sole discretion, for a term of two years, and be subject to renewal if the academic program does not reach the educational goals set forth herein.

*See attached Educational Program and MMA Curriculum Binder*

***4. A description of your Educational Goals (Schedule 5), including demonstrated improved academic achievement for all groups of students. Provide a detailed plan for measuring each goal on at least an annual basis.***

As previously mentioned, many of our students will be arriving with educational gaps. In keeping with the success demonstrated by the Boxing Club's Math and Reading enrichment programs, which sought to fill educational gaps for individual students, in addition to the educational goals assigned by SVSU, as authorizer of the charter contract, MMA will use an MTSS Framework to ensure that the needs of all learners (including those who are at-risk) are being met. The Michigan Department of Education (MDE) defines Multi-tiered System of Supports (MTSS) as an integrated, multi-tiered system of instruction, assessment, and intervention designed to meet the achievement and behavioral health needs of ALL learners. An MTSS framework is designed to ensure that each and every student will have his or her individual needs met through high-quality instruction and behavioral interventions.

MMA will use a 4-level (or Tier) MTSS system that maximizes student achievement and reduces behavior problems. At "Tier 1," the focus is on all students in the general education classroom. Teachers deliver existing district/building curriculum using effective, research-based instructional practices to meet the needs of all students. All students will have a Learning Plan which targets their strengths, areas for growth and any other individual needs. The focus at this Tier is for classroom teachers to "differentiate" or customize instruction to meet the unique academic and behavioral needs of each student. MMA provides classroom teachers Tier 1 training and supports beginning in August and then through weekly PLC meetings, at staff meetings, and through scheduled professional development to meet the needs of all their learners.

The second level, "Tier 2", is a more targeted and focused instructional delivery to meet the needs of students not succeeding in Tier 1. Through benchmark screening (NWEA testing, Fountas and Pinnell Benchmark) and classroom data, students are identified to work together in small groups within the general education classroom or pulled out for prescribed intervention using a research-based intervention resource. Students are assessed weekly, and progress monitoring teams meet monthly to adjust when needed.

If students are not responding to the Tier 1 or Tier 2 interventions, they are identified as needing "Tier 3" support. Tier 3 instruction is delivered through one-on-one or smaller group intervention tutoring and/ or behavior support during the school day. Students receiving this level of intervention are still using the Leveled Literacy Intervention system to build foundational knowledge and skills but on a more individual basis. Students in Tier 3 are monitored weekly and discussed by the Instructional Support Team (IST) monthly to check progress.

Students not responding to Tier 3 interventions after a prescribed amount of time, are likely candidates for referral to Tier 4- special education testing and accommodations. Additionally, MMA provides Tier 4 testing, special education processes and procedures training, coordination and staffing.

In order to best meet the needs of all students, all stakeholders must be involved in interventions. MMA will implement a school wide MTSS system that utilizes a team approach to data collection, progress monitoring and self-directed learning plan creation. Instructional Support Team meetings are held monthly for all stakeholders to collaborate for student success strategies. These meetings may include teachers, interventionists, ESL supports, social workers, and resource teachers. Additionally, MMA understands that the parent/caregiver is critical to the success of the student within the MTSS system. Therefore, in addition to attending meetings regarding the student, communication protocols are provided to keep parents/caregivers informed and allow them to participate in the intervention process.

As indicated above, MMA recognizes that SVSU will assign charter contract goals, which MMA is prepared to meet and exceed. In addition, MMA will also monitor academic achievement, on an annual basis, against the goals identified below:

- Students will meet state-identified proficiency targets in each tested content area and grade level.
  - Measured by: State of Michigan M-Step, annually. Staff will analyze data annually through PLC data drop process to identify and address strengths and areas for intervention.
- MMA will outperform host district/comparable district on state-identified proficiency test.
  - Measured by: State of Michigan M-Step, annually. Staff will analyze data annually through PLC data drop process to identify and address strengths and areas for intervention. Data are analyzed against host and comparable district data on M-Step.
- Students' fall to spring growth will demonstrate measurable progress toward grade-level targets on a nationally norm-referenced assessment.
  - Measured by: NWEA MAP Growth Assessment. Staff will analyze data three times, annually, through the PLC data drop process to target and focus instruction as well as to identify and address strengths and areas for intervention.
- Students' median fall to spring Student Conditional Growth Percentile will be at the 50th percentile or higher on a nationally norm-referenced assessment.
  - Measured by: NWEA MAP Growth Assessment. Staff will analyze data, annually, through the PLC data drop process to target and focus instruction as well as to identify and address strengths and areas for intervention.
- MMA shall demonstrate that students will achieve scores equal to or greater than the grade level reading and math college/career readiness target using a nationally norm-referenced assessment.



- Measured by: NWEA MAP Growth Assessment. Staff will analyze data three times, annually, through the PLC data drop process to target and focus instruction as well as to identify and address strengths and areas for intervention.
- The percent of students meeting their projected score will average 80% on nationally norm-referenced assessment.
  - Measured by: NWEA MAP Growth Assessment. Staff will analyze data two times, annually, through the PLC data drop process to target and focus instruction as well as to identify and address strengths and areas for intervention.

## **MUSKEGON MARITIME ACADEMY EDUCATIONAL PROGRAM**

### **Muskegon Maritime Academy Mission and Vision Statements**

The vision of MMA is to develop relevant and transferable academic and personal skills in its students, providing for an exceptional and successful secondary experience. MMA will offer local youth an opportunity to develop STEM skills in conjunction with water education and maritime research in an environment that models the military values of discipline, teamwork, service, and citizenship.

### **We will fulfill this mission in the following ways:**

- We will develop partnerships with the local Port Authority, marine businesses, and local public and private maritime experts.
- In collaboration with the U.S. Naval Sea Cadets, we will develop a curriculum that joins Michigan Core Standards with hands-on STEM exploration into water quality/use and maritime activity.
- Our Character Development and Culture will follow models of military programs such as the U.S. Naval Sea Cadets that exemplify the following core values: discipline, teamwork, service, and citizenship.

MMA will supplement its mission with the following wraparound offerings:

- A math and reading academy focused on fluency (including word-problems as part of the math curriculum)
- Continuing partnerships with military programs
- Developing a community hub for students, families and community members
- Sports offerings aligned with discipline: (Fencing, Martial Arts, Gymnastics, Tennis)

### **Beliefs**

- We believe that the best education engages the full community and forges partnerships that augment the academic program
- We believe that a well-designed, relevant and successfully implemented curriculum is necessary for ensuring daily and interim assessment outcomes
- We believe that character and culture serve as the cornerstone for academic success
- We believe that students learn best when they are active owners of their education and actively engaged in educational exercises
- We believe that parents, as our children's first educators, should be involved, active participants in their child's/children's education

## **Educational Approach**

Muskegon Maritime Academy (MMA) will develop Cadet Scholars that will have emotional intelligence with a strong intellectual ability.

### **Instructional Model**

- I. Establish a Culture of Learning
  - A. Build relationships and make connections
  - B. Identify shared values and beliefs
  - C. Implement classroom management and behavior procedures and routines
- II. Educational Practices
  - A. Identify, unpack and prioritize core content standards
  - B. Identify and review baseline data
  - C. Set clear learning targets
  - D. Implement effective instruction
  - E. Data Driven Decision Making
  - F. Provide purposeful interventions
- III. Curriculum Resources
  - A. MAISA units
  - B. Go Math
  - C. Rubicon Atlas for Social Studies and Science
  - D. STEM resources
  - E. Project based learning resources: ML-PBL
  - F. Fountas & Pinnell Benchmark assessment
  - G. Leveled Literacy Intervention
  - H. I-Ready
  - I. Read Naturally
  - J. Digital Literacy: Learning.com
  - K. Cadet resources/handbook
  - L. Epic Ethics

## **Cadet Program Focus**

Muskegon Maritime Academy will leverage all the partnerships and resources available in collaboration with the MiSTEM network to launch our students successfully into the 21<sup>st</sup> century workforce, including programs such as the U.S. Naval Sea Cadets who have excelled in ensuring their students are disciplined, community- minded individuals who understand and respect the value of teamwork and citizenship. The U.S. Naval Sea Cadets programs will be incorporated into the school's pedagogy at the upper-elementary level, serving as the basis for the school's character development program component (See sample Cadet Syllabus).

## **Science Technology Engineering Mathematics (STEM)**

STEM is rooted in wonder and a disposition toward solving problems through exploration and discovery to make our lives better and the economy stronger. It is a collaborative problem solving that is grounded in sound reasoning, ethical applications of science and threading through the tools of mathematics and technology. STEM is the use of project-based learning to teach real

world skills in the areas of Science, Technology, Engineering and Mathematics. MMA will offer a project based STEM educational program offered in conjunction with a maritime investigation to meet the needs of all learners. To achieve this, MMA will offer exercises, labs, and hands-on activities that draw on science, technology, engineering, and math to investigate maritime related real-world problems. MMA will not limit the exploration to maritime themes, but it will be a cohesive thread running through the curriculum at each grade level. In the spirit of STEM, we will engage with the standards with curiosity and hands-on learning activities for our students. MMA will provide a standards-based education aligned with the Common Core State Standards for English and Math and aligned with the MDE Grade Level Content Expectations for all other subjects. Our educational goals will be in keeping with the expectations of our authorizer. In addition to a STEM curriculum being well aligned with the maritime focus, we also feel that offering a STEM education to the students of Muskegon Heights will offer the predominantly black student population an opportunity to be future leaders in STEM fields and begin to correct for the current underrepresentation of students of color in these fields. Our development team is looking into STEM based programs such as Project Lead the Way or STEM Education Works to provide this STEM based, standards aligned curriculum for our students. We will supplement our curricular resources with a variety of water related hands-on STEM activities for students. We will further keep students engaged and develop national relationships by hosting programs such as Mad Science, participating in contests and events (for example, an underwater remote control device development contests hosted by USS Silversides) and continuing our relationship with the STEM program offerings through West Point.

We are looking closely into Multiple Literacies in Project-Based Learning. Using the findings from Michigan State University they indicate that the use of ML-PBL in classrooms have had an impact in grades 3-5. Currently, there is field testing in grades K-2. We will continue to follow the Lucas Education Foundation in coordination with Michigan State University and the School of Education at the University of Michigan. Training for all teachers will allow for rich project based STEM instruction. There is evidence that when first and second hand investigations are done the most conceptual understandings in Science are gained. In essence, literacy supports science learning and science supports literacy with neither being in isolation. Social Emotional learning is also a key finding when students explore in an inquiry-based approach. At MMA, incorporating a PBL STEM approach with water education and maritime research will provide our students a unique and robust foundation for literacy and science knowledge.

## **Sample STEM Activity**

### **Water Related Hands-On STEM Activities**

MMA will offer local youth an opportunity to develop STEM skills in conjunction with water education and maritime research in an environment that models the military values of discipline, teamwork, service, and citizenship. This will be accomplished in the Muskegon Maritime STEM Course: From the Lake and Beyond!

#### **Discipline:**

Youth will learn about the importance of discipline as they learn about the importance of following the scientific method and conducting scientific research. Following the rules of scientific method and research protocols are necessary in order to produce valid results. Youth will be able to see the connection of discipline in the military and in science.

#### **Teamwork**

Youth will learn about teamwork as they work on STEM projects and participate in maritime labs. Projects and labs stress the importance of teamwork. Youth will learn that teamwork results in solving problems when individuals contribute their individual strengths and talents to the team. Youth will be able to see the connection of teamwork in science to teamwork in the military.

#### **Service and Citizenship**

Youth will learn about service and citizenship by participating in community projects that impact the Michigan maritime community. Through these projects, youth will see the importance of service and citizenship in local communities and in the military.

What is Teamwork? Why is it important?

- ❖ Characteristics of Teamwork
- ❖ Activity: Team Building Games
- ❖ Field Experience: Teamwork on USS LST

393 The Scientific Method

- ❖ What is the Scientific Method?
- ❖ Research Protocols
- ❖ Connecting Military Discipline with Scientific

Discipline The Water Cycle: Parts of the Water System

- ❖ STEM: Water Cycle

Lab Characteristics of Water;

- ❖ STEM; Buoyancy: Building a Boat
- ❖ STEM: Surface Tension: Break the Tension Lab
- ❖ STEM: Controlling Water: Inundation

Inspiration Water Pollution: What causes it? Impacts of Pollution

- ❖ STEM Activity: Field Experience: Photographing Water Pollution in the Community
- ❖ STEM Activity: Oil Spill Lab
- ❖ STEM Activity: Creating a Product to Learn Up Oil
- ❖ STEM Activity: Creating and Developing Water Pollution Solutions
- ❖ Community Service: Beach Clean

Up Water Quality: What's in the water?

- ❖ STEM Activity: Field Experience: Testing Water in the Community Testing Kit

While a STEM focus is aligned with our overall educational program, we also believe that reading success is the foundation for all learning. To that end, MMA will focus on reading in three ways. We will offer a robust reading program as part of our core curriculum. We will offer reading interventions through our data driven intervention program, and we will offer an after-school program for both reading and math similar to that offered through the Boxing Club.

In addition to the reading programs, we will infuse the culture of the school with reading related activities. We will have guest readers such as parents, community leaders, and local seniors. We will have leveled books available to take home and for giveaways. We will partner with our local libraries. We will offer our reading room for after school and weekend access. And we will have monthly reading related celebrations.

Given the incredible year we have had, we would be remiss to not incorporate all the learnings from the virtual educational experiences that students, teachers, and parents have experienced in the past months. To that end, our development team is discussing with educators and doing research about how schools can leverage all the learning from the past year to be more effective and efficient for our students.

For reading, we plan to use a research-based, data driven, comprehensive reading program which can support large group, small group, and individualized instruction. Given the current virtual reality of our students, we are looking at options which have both in-class and online options. While we know that online programs rely on technology that is often more challenging for economically disadvantaged student populations, we also want to use the learning from the past year to choose a program that is versatile while still robust. We are looking at programs such as I-Ready which uses data to offer students differentiated individualized instructional content. Our research team will continue to vet reading program options. Additionally, we are in the final stages of developing a partnership with the University of Michigan through its Poverty Solutions Center, which was established to ensure elementary students are reading at grade level by the third grade.

We will also use a research-based, data driven reading intervention program. Ideally, we will use the same intervention program for our MTSS and our after-school programs. Programs like those available through Fountas and Pinnell would also offer tools for the required reading law testing. We are also looking into programs like Read Naturally.

We will use a literacy-based ethics program: Epic Ethics. This program incorporates SEL skills such as self-awareness, self-management, and decision making.

MMA will have a balanced assessment system intended to bolster instructional effectiveness and student learning both academically and emotionally. We will use a variety of assessment tools for formative, summative, benchmarking/placement, and progress monitoring purposes. Academic assessments are aligned with the state mandated learning standards. Professional development is provided to build capacity in the teachers' use of all tools. Weekly parent communications ensure that our parents are informed about student progress and growth.

Baseline proficiency data will be collected at the beginning of each school year for math and reading. This baseline data should corroborate end of year data from the previous year (if available). Formative assessments will be made frequently, daily, and summative assessments will be varied to show proficiency and rigor in a variety of ways. Teachers will collaborate with students' self-assessments to assess mastery of all standards. Students will not progress until they have mastered a standard. When students are struggling, teachers will attempt the following classroom Tier 1 interventions:

- Foundational skills will be taught to help scaffold
- Instructional methods will be varied
- Learning resources will be varied (as available)
- Social/emotional needs will be considered

### **ASSESSMENTS**

MMA will administer the state mandated assessment annually.

This data will be used in the following ways:

- Monitor student proficiency
- Monitor student growth
- Provide a snapshot of student achievement at a state, district, and building level
- Provide snapshot information for parents
- Evaluate instructional effectiveness
- Identify gaps in curriculum
- Verify integrity of formative and summative assessment data
- Assess 3-year cohort data

### **Michigan Students Test of Educational Progress (M-STEP)**

The M-Step is a 21<sup>st</sup> Century online test given for the first time in the Spring of 2015. It is designed to gauge how well students are mastering state standards. These standards, developed for educators by educators, broadly outline what students 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.

### **National Assessment of Educational Progress (NAEP)**

The National Assessment of Educational Progress (NAEP) is the only assessment that measures what U.S. students know and can do in various subjects across the nation, states, and in some urban districts. Also known as The Nation's Report, NAEP has provided important information about how students are performing academically since 1969. NAEP is a congressionally mandated project administered by the National Center for Education Statistics (NCES) within the U.S. Department of Education and the Institute of Education Sciences (ICS). Schools do not take NAEP every year. NAEP is given to a representative sample of students across the country. Results are reported for groups of students with similar characteristics (e.g., gender, race and ethnicity, school location), not individual students.

### **NWEA MAP:**

The NWEA MAP assessments are computer adaptive and produce accurate, reliable data that reveal the precise learning level of every student, regardless of the student's ability or grade level. MAP identifies areas of strength and opportunity at the goal level of a subject, as well as overall performance. Educators use MAP data to inform in-depth-moment instructional practice, gain insights into college readiness, and view grade-independent academic growth. MAP is a K-12 interim assessment administered by Michigan Maritime Academy three times annually. MAP produces highly accurate data on student academic growth, and reliable detailed information about what each student knows and what they are ready to learn. Every test item is anchored to a vertically-aligned equal-interval scale that covers all grades. MAP provides a consistent longitudinal measure of student growth. MMA will administer the **NWEA MAP** test three times annually.

### **Fountas & Pinnell Benchmark Reading Assessment**

All students will also be given a Fountas and Pinnell Benchmark Reading Assessment in the fall. This is a standardized reading test/tool used to determine a student's reading level, accuracy, fluency, and comprehension. The FPRA is administered individually to students by teachers and/or reading specialists. The FPRA information provides data for individualized small group instruction in the Tier 1 classroom, provides data for intervention groups, services, and curriculum, and serves as the extensive 7 Phase I Charter Application – SVSU Muskegon Maritime Academy April 2021 assessment for compliance with the Michigan 3rd Grade Reading Law. We will use this assessment data to guide our reading interventions. Follow up assessments will be given throughout the year as determined by individual reading plans and small group instructional needs.

### **Individual Reading Improvement Plan (IRIP)**

Per the state of Michigan 3rd Grade Reading Law, MMA will collect student assessment data (NWEA MAP, FP Benchmark, classroom data), to develop an individual reading improvement plan (IRIP) for students scoring below the 40th percentile on the NWEA MAP (approved initial screener). The IRIP will be used in conjunction with the students' Learning Plans. Targeted and focused interventions in reading and math will be a critical component of our program given that our students will be arriving with only 5 % proficiency in reading (MI School Data).

### **WIDA**

Per the Michigan Maritime Academy ESL handbook, any student who answers the 'Yes' to either home language survey question may qualify for ESL services. These students will be given the WIDA Screener test in the Fall to determine ESL services. All students receiving ESL services will then be given the WIDA APT test in the Spring to determine placement, progress, and as part of the program exiting process.



### **Multi-Tiered System of Supports (MTSS)**

MMA will use an MTSS Framework to ensure that the needs of all learners(including those who are at-risk) are being met. The Michigan Department of Education (MDE) defines Multi-tiered System of Supports (MTSS) as an integrated, multi-tiered system of instruction, assessment, and intervention designed to meet the achievement and behavioral health needs of ALL learners. An MTSS framework is designed to ensure that each student will have his or her individual needs met through high-quality instruction and behavioral interventions.

MMA will use a 4-level (or Tier) MTSS system that maximizes student achievement and reduces behavior problems. At Tier 1, the focus is on all students in the general education classroom. Teachers deliver existing district/building curriculum using effective, research-based instructional practices to meet the needs of all students. All students will have a Learning Plan which targets their strengths, areas for growth and any other individual needs. The focus at this Tier is for classroom teachers to “differentiate” or customize instruction to meet the unique academic and behavioral needs of each student. MMA provides classroom teachers Tier 1 training and support beginning in August and then through weekly PLC meetings, at staff meetings, and through scheduled professional development to meet the needs of all their learners. The second level, “Tier 2”, is a more targeted and focused instructional delivery to meet the needs of students not succeeding in Tier 1. Through benchmark screening (NWEA testing, Fountas and Pinnell Benchmark) and classroom data, students are identified to work together in small groups within the general education classroom or pulled out for prescribed intervention using a research-based intervention resource. Students are assessed weekly, and progress monitoring teams meet monthly to adjust when needed.

If students are not responding to the Tier 1 or Tier 2 interventions, they are identified as needing Tier 3 support. Tier 3 instruction is delivered through one-on-one or smaller group intervention tutoring and/ or behavior support during the school day. Students receiving this level of intervention are still using the Leveled Literacy Intervention system to build foundational knowledge and skills but on a more individual basis. Students in Tier 3 are monitored weekly and discussed by the Instructional Support Team (IST) monthly to check progress.

Students not responding to Tier 3 interventions after a prescribed amount of time, are likely candidates for referral to Tier 4- special education testing and accommodations. Additionally, MMA provides Tier4 testing, special education processes and procedures training, coordination and staffing.

In order to best meet the needs of all students, all stakeholders must be involved in interventions. MMA will implement a school wide MTSS system that utilizes a team approach to data collection, progress monitoring and self-directed learning plan creation. Instructional Support Team meetings are held monthly for all stakeholders to collaborate for student success strategies. These meetings may include teachers, interventionists, ESL supports, social workers, resource teachers. Additionally, MMA understands that the parent/caregiver is critical to the success of the student within the MTSS system. Therefore, in addition to attending meetings regarding the student, communication protocols are provided to keep parents/caregivers informed and allow them to participate and allow them to participate in the intervention process.

### **Special Education**

When making educational placement decisions for students with disabilities, the Academy will ensure that parents are contributing members of the IEP team and together the team is making decisions that are subject to requirements regarding provision or the least restrictive environment (LRE). When determining how services will be delivered to Michigan Maritime Academy students with disabilities, the Academy will follow all Special Education Rules as issued by the Michigan Department of Education. If a child with a current IEP enrolls in the Academy, MMA will implement the existing IEP to the extent possible or will provide an interim IEP agreed to by parents until a new IEP can be developed. IEPs will be developed, revised and implemented in accordance with the Individuals with Disabilities Education Improvement Act and state law and regulations. The Academy will fully comply with federal laws and regulations governing children with disabilities as follows:

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

### **English Language Learners**

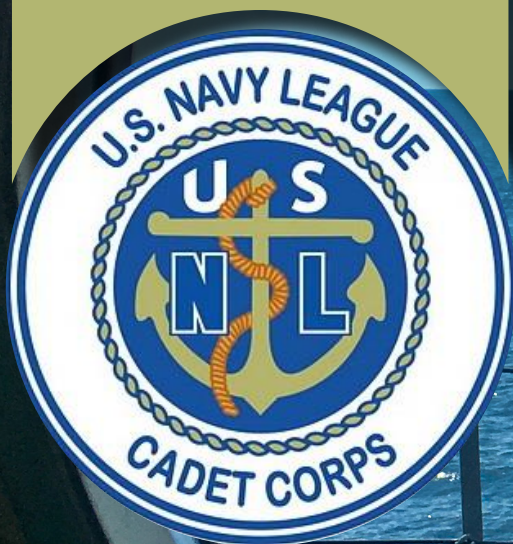
MMA seeks to provide every child, regardless of national origin or native language, quality, and meaningful educational instruction. Consequently, students who are English Learners (ELs) are provided instruction services through an English as a Second Language (ESL) program which is designed to meet their unique needs. To this end, when English Language Learners (ELL) enter MMA, students are supported with a teacher utilizing Michigan Department of Education support materials such as the English Language Proficiency Standards and Core Content Standards Linking Documents. General education teachers collaborate and focus on the academic achievement and language acquisition of the ELL. Care is taken to ensure that language acquisition is not simply supplanted in the general education classroom. Rather language acquisition and core content instruction occur simultaneously through the collaborative work of their teachers.

### **Restorative Practices**

A positive culture, shared leadership, as well as parent and community involvement are three characteristics of high performing schools. MMA uses restorative practices to promote a sense of community, respect, and responsibility. Restorative practices inspire relationship building and address issues while promoting the academic, social, emotional and behavioral success of all students. This process is used with parents, staff and students to encourage positive culture, communication, and problem solving. In order to meet the needs of all stakeholders, MMA uses a common structure and approach to promote a positive culture, shared leadership, and parent and community involvement.



Muskegon  
Maritime  
Academy  
Cadet  
Program



**WELCOME  
ABOARD!**





# Muskegon Maritime Academy

Muskegon Maritime Academy's (MMA) development team is committed to instilling strong character values in its enrolled students. Character education has become one of the prevalent pillars of a charter school education. MMA believes character education is critical to the overall development of the "whole child," and also believes character education, like many other elements of its educational environment, should be a robust, structured program. In direct alignment with its STEM and maritime focus, MMA pursued the U.S. Naval Sea Cadet Corps to inform a program that will not simply teach character but actually **build leaders** of character. Pursuant to this commitment, MMA is dedicating a portion of its curriculum, with input and cooperation of the U.S. Naval Sea Cadet Corps, to those elements that will enhance MMA's proposed military values and structured environment. MMA has formed a relationship with the U.S. Naval Sea Cadet Corps, through one of its retired Captains, Captain William Radomski to fully develop an appropriate program for its 5th grade students. Mr. Radomski is responsible for the North Central region, which includes Michigan and has played an active role in supporting the development of MMA's Cadet program.

**This Is The U.S. Naval  
Sea Cadet Corps**

**>>Watch<<**

**Navy Seal gives message of  
discipline and teamwork.**

**>>Watch Message<<**

# What does this look like

>>Virtual Field Trip<<

>>In Person Field Trip<<

What does the Cadet program look like at MMA? The Cadet program has been designed, formally, to begin at the 5th grade; however, MMA will develop a Junior Cadet program for grades K-4 (*see attached*) as a way of threading Cadet values throughout the entire K-5 population. Grades K-4 will be introduced to basic Cadet protocol in an age-appropriate manner. This will serve as the character development component for our K-4 students, who are too young for the Sea Cadet/Naval League Cadet Corps program. For all students, through the partnership with the U.S. Naval Corp., the Muskegon community, and the MMA (*note: one of MMA's board candidates is a Navy veteran. As appropriate, he will lend volunteer guidance and support to the program*), culture and collaborative learning will become a truly authentic and impactful experience. All classrooms will incorporate thematic student displays of work focused around being a MMA Cadet. MMA will incorporate guest speakers, field trips (Virtual and In Person), and school-wide events that embrace the U.S. Navy League Cadet mission. All students will look forward to becoming a MMA Cadet during their 5th grade capstone year!







## Capstone CADET Program ~ 5th Grade

Students today must acquire the knowledge, skills, and mindsets to foster the core disciplines of a Navy League Cadet that models the military values of discipline, teamwork, service and citizenship. This program is designed to foster principles to build and develop the individual Cadet's self-esteem. This capstone program will be embedded throughout the fabric of the curriculum for three hours per week and serve as a MMA Cadet way of being with an aim to help foster a school culture conducive to academic excellence.

### A MUSKEGON MARITIME ACADEMY CADET WILL KNOW AND UNDERSTAND THESE KEY FOUNDATIONS:

- Historical Perspective of the Navy League Cadets
- Understand and recite the Navy League Cadet Oath
- How to be a Cadet: The Cadet Code of Conduct
- The meaning and importance of the Navy League Cadet Uniform
- How to Communicate as a Navy League Cadet
- The purpose of the Salute
- The Eleven General Orders of a Sentry
- The Navy League Cadet Marching Technique
- The Navy League Songs & Chants / Flags & Ships
- Physical Fitness of a Navy League Cadet
- The Key terms and vocabulary of a Navy League Cadet



## Muskegon Maritime Academy will ensure a partnership with the U.S. Naval Cadet Corps.

>>Chart Your Course<<

The Muskegon Maritime Academy Cadet will enroll in the U.S. Navy League Program beyond the school day. MMA Cadet's will participate in summer events sponsored primarily by the U.S. Navy. These summer events include activities such as: Cooking, equestrian, medical assistance/first aid, public safety/ law enforcement, scuba diving and sailing. The MMA Navy League Cadet program will have a group of local Navy veterans serving as volunteers. Ultimately, MMA will have Cadets leading Cadets to build Leaders of Character! Chart Your Cadet Course at MMA!







**U.S. NAVAL  
SEA CADET CORPS**  
CHART YOUR COURSE

## **I PROMISE TO**

**SERVE FAITHFULLY**

**HONOR OUR FLAG**

**ABIDE BY U.S. NAVAL  
SEA CADET CORPS  
REGULATIONS**

**CARRY OUT THE ORDERS  
OF THE OFFICERS  
APPOINTED OVER ME**

**AND SO CONDUCT MYSELF  
AS TO BE A CREDIT TO  
MYSELF, MY UNIT, THE U.S.  
NAVAL SEA CADET CORPS,  
THE NAVY, THE COAST  
GUARD, AND MY COUNTRY**

# **CADET CODE OF CONDUCT**

## **I WILL**

- put others before self
- participate with enthusiasm
- meet or exceed all advancement requirements
- wear my uniform with pride
- follow our Navy's customs and courtesies
- know the rules and follow them
- do the right thing, even when it's not popular
- stay away from alcohol, drugs, and gangs
- perform each task with maximum effort
- earn the trust of my superiors and the respect of my subordinates
- strive to become a leader of character
- treat others with dignity and respect
- stand up against bullying, hazing, harassment, discrimination, gossip, and all other forms of prohibited conduct

# Sample Cadet Vocabulary

Part of recruit training is to familiarize you with long-standing Naval terminology. We feel it is important to maintain traditions of the past, as well as express ourselves with appropriate terms and nomenclature. It is our desire to have each of you familiarize yourselves with the terms and conditions listed below, and to use these terms here at recruit training as well back home at you unit or division

Abaft	To the rear of
Adrift	Scattered about; not in proper stowage
All Hands	All those aboard ship or at station
As you were	Commanding meaning resume former activity or formation
Beach	Slang: The shore
Belay	To make faster secure, OR to cancel, as "belay my last"
Below	Downward, below decks downstairs
Boondockers	Slang: For boot fields boots
Break Out	Take out of storage, to prepare for use
Bulkhead	Walls or partitions
Bunk	Bed or Rack
Chow	Food
Comshaw	To obtain supplies or equipment by whatever means available
Deck	Floor of ship or building or the ground
Deep Six	Slang: To throw an object away or overboard
Ditty Bag	Small canvas bag to stow odds and ends of gear
Fair Weather	When quarters or formation is to be held on a weather deck or outside of building
Field Day	Cleaning day
Foul Up	Slang: to get into trouble or confusion
Galley	Kitchen
Gear	General term for equipment, material, supplies or baggage
Geedunk	Slang: Ice cream, soda, chips, candy, etc. G.I.
Can	Trash can
Gun Deck	to fake or falsify something, such as a report
Head	Toilet or washroom
Hit the deck	Get up (as in the morning reveille) OR drop to the deck in an emergency
Hit the sack	Slang: go to bed Joe
Pot	Slang: Coffee Pot
Keelhaul	Slang to reprimand severely
Knock Off	To stop or cease
Ladder	Stairs
Line	General term for rope
Lucky Bag	Container or stowage for articles found a drift
Mae West	Pneumatic life jacket
Mail Buoy	An ancient sailors; joke in mid ocean bouy in which mail would be kept for delivery to passing ships
Mess	To eat, or group of people eating together. Crews mess is called General mess
Mustang	Slang: Officer who formally an enlisted person
Muster	Roll Call
Muster on stations	Roll Call taken while at work or drill

# Sample Cadet Vocabulary continued

Overhead	Ceiling
Parade	To display (usually the ensign) by passing in formation
Pass the Word	Broadcast the information
Pipe Down	Reduce the noise, be quiet or silent
Port	Opening in the side of a ship OR the left side of a ship (facing the bow)
Quarterdeck	Ceremonial area of the main deck, kept especially neat and clear - The specific domain of the OOD (Officer on Deck)
Rack	Slang: Bunk or bed
Red Lead	Slang: Catsup
Reefer	Refrigerated compartment
Reveille	Awakening the ships' Division for work or breakfast
Sack	Bunk or bed
Scuttlebutt	Drinking fountain OR slang: rumors or gossip
Secure	To make fast, to cease or stop, to quit, give up or knock off
Stores	Supplies
Stow	To put away, or store
Swab	To mop
Sweepers	Those who sweep down
Turn To	Go to work
Wardroom	The compartment where officers gather to eat or lounge
Watch	<b>Normally four hours in length.</b> <b>The day watches are:</b> Mid watch 0000 to 0400 Morning watch 0400 to 0800 Forenoon watch 0800 to 1200 Afternoon watch 1200 to 1600 1st Dog watch 1600 to 1800 2nd Dog watch 1800 to 2000

These terms are but a fraction of all that are a part of Naval Culture. Many originated in the past and have been handed down to us.







## U.S. NAVAL SEA CADET CORPS

2018 IN NUMBERS



**394** TOTAL UNITS IN **46** STATES  
(AND IN GUAM AND PUERTO RICO)



WE SERVED **11,893**  
CADETS IN **2018**.

### WE TRAINED

<b>1,820</b>	SEA CADETS ATTENDED RECRUIT TRAINING
<b>4,874</b>	CADETS PARTICIPATED IN ADVANCED TRAINING
<b>732</b>	LEAGUE CADETS ATTENDED ORIENTATION
<hr/>	
<b>7,426</b>	TOTAL



**6,625** correspondence courses completed by our cadets

**959** senior cadets served as staff at national training events

**35** cadets selected to attend a summer program at a service academy

**50** teams participated in the CyberPatriot competition

**17** cadets and **7** escort officers traveled abroad as part of our International Exchange Program

[www.seacadets.org](http://www.seacadets.org)



Muskegon Maritime Academy  
Cadet Program



# MMA Junior Cadet Program

(Development Still in Progress)

Our K-4 junior cadet program is designed to introduce our students to basic cadet protocol in an age-appropriate manner. It will serve as the character development component for our K-4 students, who are too young for the Sea Cadet/Naval League Cadet Corps program.

## OUR STUDENTS/CADETS WILL LEARN:

- Discipline
- Ethics
- Etiquette & Manners
- Basic leadership skills

## OUR STUDENTS/CADETS WILL ENGAGE IN ACTIVITIES SUCH AS:

- Anti-bullying programs
- Basic first-aid training
- Drill
- Teamwork activities
- Parades and community service events

**(Our Cadets will have an opportunity to earn badges for the above activities)**

## **SCHEDULE 6 CURRICULUM**

These attachments should include a summary of courses/subjects required for each grade, and Pacing Guides, Curriculum Maps, and/or concepts addressed. All high school curriculum must include physical education and health.

<https://drive.google.com/drive/folders/13H0lzCRBk0kdkHKbPILc2Za7BnvTlcK4>

5.

A. *A description of the curriculum that includes:*

- i. *An overview of the standards students will achieve at each level*
- ii. *Methods of assessing the standards at each level, and –*
- iii. *A brief description of how the PSA will ensure alignment with state requirements*

MMA will offer a STEM-based educational program offered in conjunction with a maritime investigation to meet the needs of all learners. To achieve this, MMA will offer exercises, labs, and hands-on activities that draw on science, technology, engineering, and math to investigate maritime related real-world problems. MMA will not limit the exploration to maritime themes, but it will be a cohesive thread running through the curriculum at each grade level. In the spirit of STEM, we will engage with the standards with curiosity and hands-on learning activities for our students. MMA will provide a standards-based education aligned with the Common Core State Standards for English and Math and aligned with the MDE Grade Level Content Expectations for all other subjects. Our educational goals will be in keeping with the expectations of our authorizer and aligned with those goals identified above. In addition to a STEM curriculum being well aligned with the maritime focus, we also feel that offering a STEM education to the students of Muskegon Heights will offer the predominantly black student population an opportunity to be future leaders in STEM fields and begin to correct for the current underrepresentation of students of color in these fields. Our development team is looking into STEM based programs that are age-appropriate and provide for the ability to align to our curriculum. We will supplement our curricular resources with a variety of water related hands-on STEM activities for students. An overview is incorporated into the attached Educational Program. We will further keep students engaged and develop national relationships by hosting programs such as Mad Science, participating in contests and events (for example, an underwater remote control device development contents hosted by USS Silversides) and continuing our relationship with the STEM program offerings through West Point (see Bridge Design above).

While a STEM focus is aligned with our overall educational program, we also believe that reading success is the foundation for all learning. To that end, MMA will focus on reading in three ways. We will offer a robust reading program as part of our core

curriculum. We will offer reading interventions through our data driven intervention program, and we will offer an after-school program for both reading and math similar to that offered through the Boxing Club.

In addition to the reading programs, we will infuse the culture of the school with reading related activities. We will have guest readers such as parents, community leaders, and local seniors. We will have leveled books available to take home and for giveaways. We will partner with our local libraries. We will offer our reading room for after school and weekend access. And we will have monthly reading related celebrations.

Given the incredible year we have had, we would be remiss to not incorporate all the learnings from the virtual educational experiences that students, teachers, and parents have experienced in the past months. To that end, our development team is discussing with educators and doing research about how schools can leverage all the learning from the past year to be more effective and efficient for our students.

For reading, we plan to use a research-based, data driven, comprehensive reading program which can support large group, small group, and individualized instruction. Given the current virtual reality of our students, we are looking at options which have both in-class and online options. While we know that online programs rely on technology that is often more challenging for economically disadvantaged student populations, we also want to use the learning from the past year to choose a program that is versatile while still robust. We are looking at programs such as I-Ready which uses data to offer students differentiated individualized instructional content. Our research team will continue to vet reading program options. Additionally, we are in the final stages of developing a partnership with the University of Michigan through its Poverty Solutions Center, which was established to ensure elementary students are reading at grade level by the third grade.

We will also use a research-based, data driven reading intervention program. Ideally, we will use the same intervention program for our MTSS and our after-school programs. Programs like those available through Fountas and Pinnell would also offer tools for the required reading law testing. We are also looking into programs like Read Naturally.

We will use a literacy-based ethics program: Epic Ethics. This program incorporates SEL skills such as self-awareness, self-management, and decision making.

MMA will have a balanced assessment system intended to bolster instructional effectiveness and student learning both academically and emotionally. We will use a variety of assessment tools for formative, summative, benchmarking/placement, and progress monitoring purposes. Academic assessments are aligned with the state mandated learning standards. Professional development is provided to build capacity in the teachers' use of all tools. Weekly parent communications ensure that our parents are informed about student progress and growth.



Baseline proficiency data will be collected at the beginning of each school year for math and reading. This baseline data should corroborate end of year data from the previous year (if available). Formative assessments will be made frequently, daily, and summative assessments will be varied to show proficiency and rigor in a variety of ways. Teachers will collaborate with students' self-assessments to assess mastery of all standards. Students will not progress until they have mastered a standard. When students are struggling, teachers will attempt the following classroom Tier 1 interventions:

- Foundational skills will be taught to help scaffold
- Instructional methods will be varied
- Learning resources will be varied (as available)
- Social/emotional needs will be considered

MMA will administer the **NWEA MAP** test three times annually. This data will be used in the following ways:

- Monitor student growth
- Establish targeted interventions
- Promote student goal setting
- Identify gaps in curriculum
- Verify integrity of formative and summative assessment data
- Evaluate instructional effectiveness
- Serve as initial screener for 3rd Grade Reading Law
- Evaluate proficiency compared to national norms
- Assess 3-year cohort data

MMA will administer the state mandated assessment annually. This data will be used in the following ways:

- Monitor student proficiency
- Monitor student growth
- Provide a snapshot of student achievement at a state, district, and building level
- Provide snapshot information for parents
- Evaluate instructional effectiveness
- Identify gaps in curriculum
- Verify integrity of formative and summative assessment data
- Assess 3-year cohort data

Any student who answers “yes” to either home language survey question on the MMA registration form may qualify for ESL services. These students will be given the **WIDA Screener** test in the Fall to determine ESL services. All students receiving ESL services will then be given the **WIDA APT** test in the Spring to determine placement, progress and as part of the program exiting process.

All students will also be given a **Fountas and Pinnell Benchmark Reading Assessment** (FPRA) the fall. This is a standardized reading test/tool used to determine a student's reading level, accuracy, fluency, and comprehension. The FPRA is administered individually to students by teachers and/or reading specialists. The FPRA information provides data for individualized small group instruction in the Tier 1 classroom, provides data for intervention groups, services, and curriculum, and serves as the extensive assessment for compliance with the Michigan 3<sup>rd</sup> Grade Reading Law. We will use this assessment data to guide our reading interventions. Follow up assessments will be given throughout the year as determined by individual reading plans and small group instructional needs.

**IRIP (Individual Reading Improvement Plan)**- Per the state of Michigan 3<sup>rd</sup> Grade Reading Law, MMA will collect student assessment data (NWEA MAP, FP Benchmark, classroom data), to develop an individual reading improvement plan (IRIP) for students scoring below the 40<sup>th</sup> percentile on the NWEA MAP (approved initial screener). The IRIP will be used in conjunction with the students' Learning Plans. Targeted and focused interventions in reading and math will be a critical component of our program given that our students will be arriving with only 5 % proficiency in reading (MI School Data).

***iv. Describe how the PSA will deliver the curriculum in order to fulfill its mission and beliefs.***

In alignment with the educational program, attached, MMA, in cooperation with GPS, commits to delivering a robust, mission and belief-focused curriculum. The written, enacted and assessed curriculum will be aligned. These three pieces will ensure fidelity to the educational program and established learning targets, mission, vision and beliefs.

***v. How will the Educational Program's approaches deliver the written curriculum in order to engage students in learning? How do these approaches reflect the beliefs of the PSA.***

The educational program, as identified in the attached educational program document, has incorporated a project-based/STEM focus that will allow optimum engagement for all students. The combination of this learning approach ties, directly, to MMA's belief that students learn best when they are active owners of their education and actively engaged in educational exercises. Additionally, as indicated in the attached educational program document, the identified, cultural military values and Naval Sea Cadet training program at the upper grades, directly align with our belief that character and culture serve as the cornerstone for academic success.

***See the MMA Educational Program Attached***

***vi. How are all students provided the opportunity to attain knowledge and skills, as indicated in the written curriculum and described by state and national standards, both in core and non-core subject areas?***

The State of Michigan has outlined what all students should know and be able to do with their statewide content standards. The first priority for teachers at MMA is to ensure that they have a plan for how to ensure effective teaching and learning so that students can master all grade level standards (and fill in foundational gaps where necessary). In terms of curriculum, this means developing grade-level content knowledge for teachers, providing aligned resources, and helping teachers pace and prioritize their efforts. To that end, MMA will introduce teachers to their grade level standards, and provide them a student-friendly “I CAN” statements checklist to keep them and their students on pace. Additionally, we introduce the power/priority standards to help teachers better understand foundational and secondary learning targets.

***See Accompanying MMA Curriculum Binder – Priority Standards Folder***

***vii. How does the Education Program provide for adaptation and modification to meet the needs of all learners, e.g. exceptional students, students below grade level, students who qualify for special education services, English Language Learners?***

MMA uses an MTSS Framework to ensure that the needs of all learners (including those who are at-risk) are being met. The Michigan Department of Education (MDE) defines Multi-tiered System of Supports (MTSS) as an integrated Multi-tiered system of instruction, assessment, and intervention designed to meet the achievement and behavioral health needs of ALL learners. An MTSS framework is designed to ensure that each and every student has his or her individual needs met through high-quality instruction.

In order to best meet the needs of all students (i.e. exceptional students, students below grade level, students who qualify for special education, and English Language Learner), all stakeholders must be involved. MMA will implement a school-wide MTSS system that utilizes a team approach for data collection, progress monitoring and individual academic/behavior plan creation. MMA understands that the parent is critical to the success of the student within the MTSS system. Therefore, in addition to attending meetings regarding the student, communication protocols are provided to keep parents informed and allow them to participate in the intervention process.

***See MMA Educational Program Attached***

***See Accompanying MMA Curriculum Binder – MTSS, Special Education, ESL Folder***

***viii. How will the PSA’s Assessments (e.g. summative and formative) be used to ensure progress toward the mission and goals of the PSA? (Schedule 12)***

MMA seeks to have a balanced assessment system that improves instructional effectiveness and student learning. To that end, MMA will use a variety of assessment tools for formative, summative, benchmarking/placement, and progress monitoring purposes. All assessments are aligned with the state mandated learning standards. Professional development and teacher evaluations are provided and intended to build capacity in the teachers and their use of all the tools. Weekly parent communications ensure that our parents are informed about student progress and growth.

***See MMA Educational Program Attached  
See Accompanying MMA Curriculum Binder:  
Instructional Learning Cycle, Assessment Folder***

***ix. Describe the method of evaluation to be used to determine effectiveness of implementation, delivery, and support for the PSA's Educational Program.***

MMA will use the District's School Improvement Plan as the method of evaluation to determine effectiveness of the Educational Program. MMA will be guided by the set goals directly linked to the current data and will be monitored with measurable outcomes based on a comprehensive needs assessment. A Program Evaluation will be completed each year to measure the impact of an identified program need each year. Annually, with stakeholders, we will conduct our curriculum review and instructional review process. Administration and teacher evaluations will be completed each year. The evaluations will be in alignment with the State of Michigan evaluation process.

***B. Provide a Written Curriculum***

***i. The Written Curriculum must be consistent with the Educational Program, as written above.***

The MMA curriculum will provide students with projects-based learning experiences that incorporate STEM components, academic Rubicon ATLAS units and maritime education. Combining these facets of education will give students opportunities to build a skill set in research, problem solving, and collaboration while also increasing the academic skills focusing on reading, math, social studies, science, and computer science. Studies may be centered around topics such as wind energy, boat design, and local historical water connections. While growing in academics, students will also experience a military culture with Cadet values. Educational opportunities for partnerships with local maritime organizations and military programs will help establish MMA as a developing community hub.

***See accompanying MMA Curriculum Binder***

***ii. The written curriculum must demonstrate a logical sequence of learning standards aligned to state and national requirements.***

MMA uses the Oakland Schools public Rubicon ATLAS units. They are located on the internet using the Rubicon ATLAS:

<https://oaklandk12-public.rubiconatlas.org/Atlas/Public/View/Default>

This resource is grade level specific and aligned with State of Michigan Common Core Standards for English Language Arts, Mathematics, Social Studies and Next Generation Science Standards (NGSS). It provides a scope and sequence to keep on pace throughout the academic year to guide instruction, assessment, and learning. Rubicon ATLAS units can be personalized to match the MMA vision and updated as necessary.

*See Accompanying MMA Curriculum Binder*

**iii. Instructional strategies must be outlined.**

The instructional strategies are framed by Marzano's Nine Essential Strategies and Hattie's high yield instructional strategies based on effect size. Using these research-based strategies will have the greatest impact on increased student achievement.

Resources:

**The Robert Marzano's 9 Effective Instructional Strategies**

<https://elearninginfographics.com/the-roberto-marzanos-9-effective-instructional-strategies-infographic/>

**John Hattie Effect Size Influencers**

<https://visible-learning.org/hattie-ranking-influences-effect-sizes-learning-achievement/>

**iv. Instructional Resources and Tools must be specified.**

Main instructional resources include:

- Rubicon ATLAS Units for core disciplines: ELA, Mathematics, Social Studies, Science
- MAISA Units
- Go Math
- PBL STEM: West Michigan Great Lakes Stewardship Initiative:  
<https://greatlakesstewardship.org/>
- Naval Sea Cadet Program: See Sample Cadet Syllabus attached
- Physical Education: Michigan Model for Health Curriculum  
<https://www.michiganmodelforhealth.org/>
- Digital Literacy/Technology: <https://www.learning.com>
- Curriculum is supported through technology utilizing a fully-equipped computer lab and classroom interactive whiteboards
- All resources are aligned to the Michigan Academic Standards

*See Accompanying MMA Curriculum Binder*

v. **Essential vocabulary for each content area must be provided.**

Each curricular resource includes essential vocabulary for each unit of study in addition to Cadet specific vocabulary outlined in the Cadet Program. MMA uses the ***RIT to Concepts*** document provided by NWEA and the ***M-Step Construct Relevant Vocabulary*** for English Language Arts and Literacy.

*See Accompanying MMA Curriculum Binder*

vi. **A variety of assessment methods must be provided**

MMA uses a variety of assessment methods that are strategies, techniques and tools to collect information on how students demonstrate desired learning outcomes. These methods include: Classroom formative and summative assessments, National and State Criteria based Assessments, Computer Adaptive Norm Referenced Assessments, Teacher Observation and feedback.

*See Accompanying MMA Curriculum Binder*

vii. **The methods for ongoing communication of the PSA's curriculum expectations for students, staff, and parents must be clearly explained.**

As a way of communicating curriculum expectations to students, staff and parents, there is a programmatic overview at the annual school kickoff meeting and an annual beginning of the year curriculum night/open house. Communication tools include a Learning Management System (LMS) such as Google Classroom, a comprehensive website, and Mi-STAR. Throughout the year, staff participates in staff meetings and professional development, weekly notes are sent to staff, weekly newsletters are sent home to families, as well as monthly reports presented at public board meetings.

*See Accompanying MMA Curriculum Binder*

**C. Monitoring and Review of the Written Curriculum**

i. **Provide evidence of monitoring processes that ensure adequate delivery of the PSA's written curriculum**

*See Process Below*

ii. **Provide evidence of ongoing review and updated/modifying of the written curriculum**

At the end of each month, teachers review enacted curriculum alongside the written curriculum. They monitor, make changes and take notes – either in an organized written manner or digitally on the Rubicon ATLAS Units. At the end of the year, the curriculum teams reconvene with teachers to ensure updates are made to the written curriculum. The team also ensures continued alignment to state and priority standards. Throughout the year, once monthly, a staff meeting is dedicated to the curriculum update based on reflections, academic outcomes and adjustments to the enacted curriculum. These updates may include adjustments to instruction, activities, experiences, resources and assessments.

The MMA curriculum review process is continuous and occurs through the four stages identified in the graphic below:



#### **D. Instruction**

*Explain how instruction meets each of the following criteria:*

##### **i. Instruction is consistent with the Educational Program.**

MMA's instruction is in direct alignment with the Educational Program. Teachers will be trained, collaborated with on data, and instructed on instructional strategies that yield the greatest impact that will provide the best learning experiences for our MMA students.

*See MMA's Educational Program Attached*

*See Accompanying MMA Curriculum Binder – Instructional Learning Cycle and PD Folder*

***ii. Instruction utilizes research-based instructional strategies and methodologies consistent with the Educational Program.***

At MMA, the instructional strategies are framed by Marzano's Nine Essential Strategies and Hattie's high yield instructional strategies based on effect size. Using these research-based strategies will have the greatest impact on increased student achievement. The instructional Model located in MMA's Educational Program highlights these as a high priority under Section I: Establish a Culture of Learning and Section II: Educational Practice

***iii. Instruction is engaging and emphasizes high-level thinking skills.***

MMA's focus on higher-level thinking skills is grounded in Marzano's Taxonomy levels which includes: Retrieval, Comprehension, Analysis, and Knowledge Utilization. Further, the lens of the Maritime and Cadet curricula will engage through hands-on experiences, provide structure and inspire higher-order thinking through the use of project-rich activities.

***See MMA Educational Program Attached  
See Accompanying MMA Curriculum Binder***

***iv. Instruction is rigorous and prepares students for meeting standards.***

Instruction is aligned to the State of Michigan State Standards. Lesson Planning focuses on standards alignment, rigor, and Depth of Knowledge  
[https://static.pdesas.org/content/documents/ml-slide\\_19\\_dok\\_wheel\\_slide.pdf](https://static.pdesas.org/content/documents/ml-slide_19_dok_wheel_slide.pdf).

***See MMA Educational Program Attached  
See Accompanying MMA Curriculum Binder***

***v. Instruction is adapted and/or modified to meet the needs of all learners, e.g., exceptional students, students below grade level, students who qualify for special education services, English Language Learners.***

MMA will take an active approach to serving all students. Through a robust Multi-Tiered System of Support, each student will be provided an opportunity to access the curriculum at their level by recognizing their unique learning styles. Teachers are knowledgeable about the intervention process as well as receiving training in differentiated instruction, scaffolding and social emotional growth. MMA will have a comprehensive support team for students that qualify for special education services, and support is provided for students that are English Language Learners.

***See MMA Educational Program Attached  
See Accompanying MMA Curriculum Binder Special education, ESL Folders***

***vi. Assessment data is utilized to guide classroom instruction.***

Through the utilization of a Data Drop within a PLC, the team of educators will focus on student data to inform and guide instruction. This is a cyclical process. This process encompasses the needs of all learners by reviewing and analyzing



social/emotional and academic data in this data meeting.

***See MME Educational Program Attached***

***See Accompanying MMA Curriculum Binder – Assessment Folders***

***vii. Instruction is aligned with the Written Curriculum.***

Through an educational lens framed with a maritime theme, the written curriculum will be housed in Rubicon Atlas Units.

<https://oaklandk12-public.rubiconatlas.org/Atlas/Public/View/Default>

The Atlas Units will be grade level specific aligned to the State of Michigan Common Core State Standards for English Language Arts, Mathematics, and Grade Level Content Expectations for Social Studies as well as the Next Generation Science Standards. The Atlas Units will be the vehicle that captures and stores the written curriculum to guide the instruction and assessment. The team of educators will review monthly to continually update and guide their instruction. At MMA, the instructional strategies will be framed by Marzano's Nine Essential Strategies and Hattie's high yield instructional strategies based on effect size. Using these research-based strategies will have the greatest impact on increase student achievement.

***See MMA Educational Program Attached***

***See Accompanying MMA Curriculum Binder***

***E. Monitoring and Review of the Instructional Planning***

***i. Describe instructional planning processes to ensure delivery of the written curriculum (alignment of written and taught curriculum)***

Once per month, the staff will engage in the process of instructional planning through a review of the enacted curriculum in alignment to the written curriculum. The staff will review, reflect, and plan for adjustment in their instruction. This is an ongoing process throughout the year.

***See Curriculum Review Process Above***

***See MMA Educational Program Attached***

***See Accompanying MMA Curriculum Binder – Instructional Cycle and Lesson Planning Folder***

***ii. Describe monitoring processes used to ensure that effective instructional planning will be ongoing***

An Instructional Learning Cycle will be conducted quarterly with monthly touch points. The Instructional Learning Cycle will provide for monitoring of effective instructional planning. In addition, curricular updates are done monthly with an annual curriculum review. A curricular resource evaluation is engaged upon after the annual curriculum review.

***See Curriculum Review Process Above***  
***See MMA Educational Program Attached***  
***See Accompanying MMA Curriculum Binder – Instructional Cycle and Lesson Planning Folder***

**SCHEDULE 7**  
**JOB DESCRIPTIONS/STAFF RESPONSIBILITIES**  
**AND ESP MANAGEMENT AGREEMENT**

- Including requirements for staff certifications, where called for by applicable law
- Including ESP Management Agreement

## **JOB DESCRIPTION: PRINCIPAL**

**Position Summary:** The principal will serve as the certified leader with responsibility for developing, implementing, and assuring adherence to policies, compliance, programs, and evaluation activities of MMA and its Board of Directors. The Principal has the responsibility of ensuring a positive culture in the educational development of each student and the professional development of each staff member. The Principal will be nurturing, entrepreneurial, creative, dynamic, enthusiastic, and committed to the belief that all children should be respected as individuals and encouraged to reach their full personal academic, social, emotional and creative potential. By providing leadership in school operations, curriculum and instruction, and school improvement, the Principal will pursue the vision and execute the mission of the school for students, families and staff.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

#### **A. School Vision**

1. Collaboratively develops, articulates, implements, and stewards a shared vision of learning. Shared vision is communicated through the following:
  - i. Parent Newsletter
  - ii. Staff Newsletter
  - iii. Student Handbook
  - iv. Staff Handbook
  - v. Professional development offerings
2. Collects and Uses Data  
Data collected includes the following:
  - i. Attendance Data (staff and student)
  - ii. Office Referrals (# of students/infraction)
  - iii. Student Discipline (infraction/disposition)
  - iv. Academic Performance Data
  - v. Student Support Team (Prevention/Special Education data)
3. Identifies or Determines School Goals, assesses organizational effectiveness, and implements plans to achieve school goals.  
Identifies school goals through the following means:
  - i. Staff feedback/input
  - ii. Parent feedback/input
  - iii. Student feedback/input
  - vi. Community feedback/input  
Analyzes and evaluates raw data
  - i. Identify patterns
  - ii. Formulate goals
4. Promotes Continual and Sustainable School Improvement
  - i. Establishes school improvement process geared toward achieving goals

- ii. Prepares for moving in the direction of school accreditation
5. Evaluates School Personnel  
Establishes a staff evaluation process that includes:
- i. Performance goals
  - ii. Consultation/feedback
  - iii. Observation plan
  - iv. Measuring progress
  - iv. Evaluation
6. Evaluates school progress and revises school plans supported by school stakeholders.  
Evaluating school progress includes the following areas:
- Teaching and Learning:
    - Curriculum
    - Instruction
    - Assessment
    - Program Evaluation
  - Leadership:
    - Instructional Leadership
    - Shared (distributed) Leadership
    - Operational and Resource Management
  - Personal and Professional Learning:
    - Personnel Qualifications
    - Professional Learning
  - Data and Information Management:
    - Data Management
    - Information Management
  - School and Community Relations:
    - Parent and Family Involvement
    - Community Involvement
7. Promotes the effective use of technology in establishing, implementing, evaluating, and improving a shared vision of learning.
- i. Establishes the role technology should play in the learning process as it relates to the school vision and the developmental needs of various learners
  - ii. Identifies which technologies maximize learning for various learners

## **B. School Culture**

- 1. Fosters the ideals outlined in the school's mission in collaboration with school leaders, staff, students and families
  - i. Clarifies school vision

2. Maintains an environment built on safety, responsibility and respect. Remains committed to conflict resolution and restitution practices that ensure kindness, safety and respectfulness within the school community – a steward of Restorative Practices.
  - i. Greeting one another
  - ii. Introductions
  - iii. Including others
3. Sustains a school culture and instructional program conducive to student learning through collaboration, trust and a personalized learning environment with high expectations for students.
  - i. Staff meeting format
  - ii. Parent meeting format

#### **C. School Management of Organization, Operation and Resources**

1. Monitors and evaluates teacher instruction, school management and operational systems.
2. Maintains a positive working relationship with academy authorizer, including attending required meetings and facilitating consistent communication.
  - i. Establishes ongoing working relationship with Authorizer
  - ii. Establishes a system for addressing Authorizer's compliance calendar
3. Efficiently utilizes personnel, fiscal and technological resources to manage school operations and ensures compliance with applicable regulatory standards and requirements. Coordinates the identification and procurement of resources for academic programs
4. Reports to employer and School Board of Directors relevant academic data, reports and information to effectively manage the school.
5. Co-creates and is responsible for implementation of a professional development program to increase the knowledge, skills and practices needed to implement a high quality-learning model.
  - i. Professional development aligned to school improvement goals and school performance goals
6. Acts as a role model by demonstrating leadership, management and instructional skills
7. Promotes school-based policies and procedures that protect the welfare and safety of students and staff within the school.
8. Works collaboratively within shared leadership role
9. Ensures teacher and organizational time focuses on supporting high-quality school instruction and student learning

10. Ensures effective hiring practices of qualified staff in appropriate certification areas. Fosters, develops, and supervises the instructional and leadership capacity of school staff.
  - i. In collaboration with the Management Company, establishes processes for hiring staff that reflects the school vision
11. Promotes the most effective and appropriate technologies to support teaching and learning in a school environment

**D. School Collaboration with Faculty, Community Members and Families**

1. Collaborates with faculty and community members by collecting and analyzing information pertinent to the improvement of the school's educational environment
2. Represents the school and communicates the school's vision to all stakeholders including staff, students, parents, board, community members and school networking endeavors
3. Works with the parent organization to ensure that all stakeholders work together effectively to identify program needs to create programs and policies to meet those needs
4. Mobilizes community resources by promoting an understanding, appreciation, and use of diverse cultural, social, and intellectual resources within the school community
5. Responds to community and interests and needs by building and sustaining positive school relationships with families and caregivers
6. Responds to community interests and needs by building and sustaining productive school relationships with community partners
7. Promotes the effective use of technology in collaborating with faculty and community members, responding to diverse community interests and needs, and mobilizing community resources

**E. School Ethics, Integrity, Fairness, Practice**

1. Acts with integrity and fairness to ensure a school system of accountability for every student's academic and social success
2. Models principles of self-awareness, reflective practice, transparency and ethical behavior as related to various roles within the school
  - i. Operationalize "Know yourself, get along with others, solve problems"
3. Safeguards the values of democracy, equity and diversity within the school
4. Evaluates the potential ethical and legal consequences of decision-making in the school
5. Promotes social justice within the school to ensure that individual student needs inform all aspects of schooling

**F. Ensuring school success by understanding, responding to, advocating for student learning**

1. Advocates for students, families and caregivers
2. Oversees state and local assessment processes



- i. Establishes testing calendar (M-Step, Authorizer's assessment, local assessment)
  - ii. Establishes assessment philosophy that reflects school vision
  - iii. Teaches testing genre
3. Establishes and expands testing tenancy/capacity
4. Acts to influence local, district, state and national decisions affecting student learning in a school environment
5. Anticipates and assesses emerging trends and initiatives in order to adapt to school-based leadership strategies
6. Creates and evaluates a comprehensive, rigorous and coherent curriculum and instructional school program.

## **KNOWLEDGE, SKILLS AND ABILITIES REQUIRED**

- Business Acumen - Extensive knowledge of administrative principles, policies, and procedures
- Understands mission and objectives of GPS; looks for ways to improve processes and quality
- Customer Service - Ability to proactively and effectively respond to customer needs and practices follow-up to ensure customer needs are met
- Communication Skills - Ability to interact and articulate sensitively, with diplomacy and tact at all levels of the organization and in a multicultural and diverse community; excellent written and oral communication skills with exceptional attention to detail.
- Interpersonal Skills - Effective interpersonal and customer service skills. Must possess the ability to build and maintain effective relationships with customers at all levels, including senior executives; must demonstrate and possess a high level of professional integrity, ethics, and confidentiality
- Teamwork – Ability to work in a team environment and build effective working relationships
- Ability to successfully collaborate with others to accomplish business objectives
- Planning/Organizing - Ability to utilize sound judgment to manage, prioritize and plan work activities and competing priorities with minimal supervision; ability to follow through on multiple tasks and deadlines and be detail-oriented
- Time Management – Excellent time management skills required; must be able to work quickly to meet demanding deadlines, demonstrate flexibility, willingness to take on assignments, and work well under pressure
- Problem Solving - Ability to identify and resolve problems, use sound judgment to develop alternative approaches and meets challenges with resourcefulness
- Technology - Proficient in the use of PC/Windows and/or MAC and web-based applications including MS Office (Word, PowerPoint, Excel and Outlook), HRIS, and financial management software
- Confidentiality – Ability to handle and manage confidential information; must possess a strong level of ethics, confidentiality, and professionalism.

## **EMOTIONAL COMPETENCIES**

- **Adaptability:** Deals with unexpected challenges or circumstances
- **Ambition and Drive:** Exhibits an attitude of expecting to win and will strive to be the best they can be
- **Brand Steward:** Steward of the brand and understands his/her role in growing and protecting the reputation and results of the greater network
- **Collaboration:** Values a work environment that through the collaboration of people, achieves business outcomes
- **Communications:** Delivers and receives information in a concise and clear manner
- **Customer Service Orientation:** Conveying sensitivity to others and sharing appropriate information to cooperatively resolve their concerns (inside and outside the organization).
- **Develops People:** Have a drive to understand and develop the capabilities of others.
- **Innovative Thinking:** Passionately champions change and innovation to grow and improve
- **Leadership Effectiveness:** Achieves with distinction, persevering despite resistance, and influencing others
- **Maintaining Self-Awareness and Impact:** Maintains objectivity about own self; learns from experiences to manage a positive impact on others
- **Positive Outlook:** Displays optimistic toward the future and ‘can do’ attitude when managing various stages of the sales process
- **Self-Awareness:** Displays self-knowledge of strengths and needs to identify resources where there are gaps

## **EDUCATION, EXPERIENCE AND QUALIFICATIONS**

- A Master’s Degree, Specialist, or advanced degree in educational leadership, curriculum, or related field
- Must possess a valid Michigan Teacher Certificate
- Must possess and provide evidence of State of Michigan School Administrator Certification

## **JOB DESCRIPTION: ELEMENTARY TEACHER**

Elementary School: K-5 All Subjects

**Position Summary:** Responsible for ensuring all students are engaged in learning that maintains rigor and relevance in accordance with state of Michigan's requirements and objectives and meets district and school-wide curriculum goals. The teacher will plan, organize, and implement an appropriate instructional program in an educational environment that guides and encourages students to develop and fulfill their full emotional and academic potential.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

#### **Classroom Management**

- Creates a classroom environment conducive to learning by employing a variety of appropriate teaching strategies
- Develops, in accordance with district and school guidelines, rules and procedures of classroom expectations and appropriate techniques that are consistently applied
- Takes necessary and reasonable precautions to protect students, equipment, material and facilities
- Shares responsibility during the school day for the supervision of all students in all areas of the school

#### **Instructional Process**

- Plans and implements a program of instruction that adheres to the school's philosophy, goals and objectives as outlined in the adopted course study and meets the individual needs of students
- Demonstrates strong knowledge of subject matter taught
- Makes purposeful, engaging, and creative lesson plans that provide for effective teaching strategies, active learning, and maximizes time on task
- Establishes and communicates clear objectives for all learning activities, and provides timely and ongoing feedback
- Encourages student enthusiasm for the learning process and the development of good study habits
- Effectively utilizes and integrates a variety of technology into daily instruction
- Consistently collaborates with staff and facilitates an interdisciplinary curriculum to establish a deeper meaning of content for students
- Encourages and monitors the progress of individual students and use results to adjust strategies
- Maintains accurate and complete records of students' progress, assignments, and attendance
- Provides progress and interim reports to parents and other staff, as required
- Updates all necessary records accurately and completely as required by laws, district policies and school regulations

- Participates in department, school, district and parent meetings, committees and in-service training
- Encourages parent and community involvement, obtains information for parents when requested, promptly communicates in a timely manner
- Performs other related job duties as designated by the principal or school leadership

#### Student Evaluation

- Evaluates accomplishments by progress monitoring students on a regular basis using multiple assessment methods such as teacher-made tests, samples of students' work, observation, mastery skills checklists, criterion-referenced tests and norm-referenced tests
- Administers appropriate standardized tests (i.e. MSTEP, NWEA, other state, district, or school required test)

#### Community Relations

- Upholds and enforces board policy, administrative procedures, and school rules and regulations, and is supportive of them to the public
- Maintains appropriate work habits, including regular and punctual attendance and appropriate use of time
- Strives to communicate the positive aspects of our school program to the public in word and deed
- Works cooperatively with parents to strengthen the educational program for their children
- Establishes and maintains cooperative relationships with other staff members
- Demonstrates cultural awareness and builds relationships with all students from diverse cultural, economic, and varying backgrounds

### **EDUCATION, EXPERIENCE AND QUALIFICATIONS**

- Possesses valid Michigan teaching certificate and applicable endorsement(s) as required by Michigan Department of Education
- Meet highly qualified teaching requirements
- Minimum of 60 credit hours from an accredited university

## **JOB DESCRIPTION: ELEMENTARY PHYSICAL EDUCATION TEACHER**

**Position Summary:** This role is a State of Michigan-certified Physical Education Teacher, responsible for ensuring all students are engaged in learning that maintains rigor and relevance in accordance with state of Michigan's requirements and objectives, and meets district and school-wide curriculum goals.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

#### **Classroom Management**

- Develops, in accordance with district school guidelines, reasonable rules of classroom behavior and appropriate techniques that are consistently applied
- Takes necessary and reasonable precautions to protect students, equipment, materials and facilities
- Shares responsibility during school day for the supervision of students in all areas of the school
- Provides for the supervision of assigned students when circumstances require a brief absence from the assignment

#### **Instructional Process**

- Plans and implements a program of instruction that adheres to the school's philosophy, goals and objectives as outlined in the adopted course study
- Creates a classroom environment conducive to learning by employing a variety of appropriate teaching strategies including but not limited to project-based learning
- Uses engaging, creative and appropriate assignments and resources to help students make connections with learning outside the educational environment
- Effectively utilizes and integrates a variety of technology into daily instruction with students
- Makes purposeful and appropriate lesson plans that provide for effective teaching strategies and maximize time on task
- Plans and implements a program of study designed to meet individual needs of students
- Encourages student enthusiasm for the learning process and the development of good study habits
- Consistently collaborates with staff and facilitates an interdisciplinary curriculum to establish a deeper meaning of content for students
- Prepares substitute folders containing appropriate information as required by the principal
- Recognizes challenges with learning and makes referrals as appropriate
- Demonstrates strong knowledge of subject matter taught
- Plans Field Day
- Plans other physical education school-wide activities in collaboration with the principal
- Provides progress and interim reports to parents, staff and other appropriate parties as required
- Maintains students' grades, assignments and attendance utilizing applicable software applications

- Performs other related job duties as designed by the principal

#### Curriculum Development

- Keeps current in subject-matter knowledge and learning theory and is willing to share this knowledge for continual improvement of the school's curriculum
- Provides feedback and assists in the ongoing curriculum revision process, including the revision of written courses of study
- Becomes acquainted with, and utilizes appropriate supplemental services beneficial to students as an extension of regular classroom activities

#### Student Evaluation

- Evaluates accomplishments of students on a regular basis using multiple assessment methods such as teacher-made tests, samples of students' work, mastery skills checklists, criterion referenced tests and norm-referenced tests
- Makes appropriate adjustments in the instructional program, as required
- Respects the confidentiality of records and information regarding students, parents, and teachers in accordance with accepted professional ethics, and state and federal laws

#### Community Relations

- Upholds and enforces board policy, administrative procedures, and school rules and regulations, and is supportive of them to the public
- Maintains appropriate work habits, including regular and punctual attendance and appropriate use of conference and planning time
- Strives to communicate the positive aspects of our school program to the public in word and deed
- Works cooperatively with parents to strengthen the educational program for their children
- Establishes and maintains cooperative relationships with other staff members

### **EDUCATION, EXPERIENCE AND QUAIFICATIONS**

- Possess valid Michigan teaching certificate and application endorsement(s) as required by Michigan Department of Education.
- Meet highly qualified teaching requirements.
- Minimum of 60 credit hours from an accredited university

## **JOB TITLE: TITLE I TEACHER – ELEMENTARY K-5 ALL SUBJECTS**

**Position Summary:** Highly-qualified Title I Teacher with the following teaching certificates/endorsements: Elementary K-5 all subjects. The Title I teacher will create and facilitate a learning environment that meets the needs of all students assigned to that classroom by the School Building and GPS.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Provides research-based intervention instruction that is consistent with the identified needs area, which is aligned to grade level curriculum, the Michigan Curriculum Framework and the set of minimal skills developed by the School Building for each grade level span
- Delivers modified instruction and facilitates student activities, including development of lesson plans and classroom materials, when necessary, under the direction of the Principal
- Teaches Title I subjects (reading, language arts and/or mathematics, integrated with Social Studies and Science), at specified grade level and engages students in small, targeted groups of six or less
- Documents student entry level of performance and periodically assesses progress toward mastery of Title I target areas
- Works with administration and classroom teacher to develop a schedule for Title I student services
- Creates a learning environment that addresses the multiple learning styles and modalities of the students that work in that environment
- Maintains a clean and safe workspace
- Provides instruction that addresses the unique ability levels and growth of each student
- Represents a positive role model to students
- Relates well with an urban population and is able to lead, instruct and motivate urban students to learn
- Monitors all students being pulled for Title I services entering and existing the Title I Room, to ensure their safety, health and well-being
- Prepares and maintains accurate student attendance and group progress records, Title I compliance documentation and progress reports, as directed by the Principal, and submits for review by established deadlines
- Supervises classroom activities, maintaining appropriate classroom management and discipline
- Attends school activities outside regular school hours such as Parent/Teacher conferences, orientation, concerts, etc., as requested or directed by the Principal
- Collaborates with coworkers to establish alignment and continuity of instruction throughout the grade levels and curriculum areas
- Actively participates in professional development (PD) days scheduled by GPS; participates in PD in school building if it is directly related to Title I content areas
- Completes coursework and attain graduate credits necessary to maintain teaching certification

- Responds to school-related phone calls within 24 hours of the time the call was made
- Checks email messages at least three times every school day (i.e. before school, lunchtime, after school)
- Attends scheduled GPS staff meetings
- Attends Parent Involvement Nights as directed by the Principal
- Communicates both positive and negative behaviors and classroom achievement to parents/guardians of students through phone calls, written communications, arranged individual conferences, etc.
- Communicates student progress to general education teachers, students, and administrators on a consistent and regular basis; collaborates with general education teachers to develop Student Intervention Plan based on assessment data
- Maintains consistent and regular attendance at all work assignments
- Respects the confidentiality of students in the classroom, in discussion with coworkers and in discussions with parents of other students
- Maintains a professional demeanor in appearance and interaction with coworkers, parents, students, etc., both during the school day and when representing the school at outside activities
- Maintains availability for weekend and/or evening events that may be required
- Maintains availability for summer projects, as approved/directed/assigned by the Principal
- Additional duties as assigned

## **EDUCATION, EXPERIENCE AND QUALIFICATIONS**

- Shall possess a valid State of Michigan Elementary K-5 all subjects certification
- Must have evidence of meeting highly qualified requirements, as defined by state and federal standards
- Must assume responsibility for following state guidelines to keep certification current and valid
- Criminal background check and criminal history check required



## **JOB DESCRIPTION: CURRICULUM, INSTRUCTION AND ASSESSMENT COORDINATOR**

**Position Summary:** Curriculum, Instruction and Assessment (CIA) coordinator will support school leadership by providing hands-on support, training, modeling and on-going planning, development, implementation, and evaluation of curriculum, instruction and assessment.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

#### **Curriculum Deliverables**

- Build Relationship with ISD/RESAS and other necessary consultants for school support
- Coordinate embedded PD for Atlas tool to support teachers as needed throughout the school year
- Understand curricular resources: how to implement them in the classroom
- Schedule and facilitate weekly support meetings with individual teachers and building leaders for curriculum planning
- Facilitate monthly meetings for overview of curriculum mapping/pacing
- Provide weekly updates and meet with Directors
- Create/Develop/Document a written process for curriculum mapping (pacing/gaps/development) (include data reviews with teachers and administration)
- Research, identify, implement Power Standards aligned with local and national assessment.
- Provide curriculum support for upcoming schools to include training, monitoring, and improvement
- General thought partner with Directors, CEO, and Principals with Curriculum
- Assist with development, implementation, coaching, and teaching with our LIL program.
- Curriculum support and monitoring for educational program
- Assistance with all things curriculum for RFPs and Authorizer Applications
- Provides crosswalks and training between Curriculum and ESL programming

#### **Instructional Coaching and Professional Development**

- Works collaboratively with schools and caseloads to improve instruction through coaching
- Facilitates and assists in Professional Development aligned with instructional coaching

#### **Assessment Support Data**

- Facilitate data drops, recording all necessary information
- Train others to perform data drops

#### **NWEA**

- Review the NWEA testing process with staff
- Prepare the testing environment
- Provide cheat sheets to support administration of assessment
- Facilitate data drop, recording all necessary information
- Provide input and support to
  - Create a testing schedule

- Create a data drop schedule for each subject, grade and teacher

### **M-Step**

- Understand the assessment calendar
- Support teachers in monthly M-Step preparation within the curriculum

### **PSAT**

- General support for PSAT

### **WIDA**

- Facilitates and conducts WIDA testing aligned with MDE Guidelines
- Monitors compliance for all WIDA type requirements

## **KNOWLEDGE, SKILLS AND ABILITIES REQUIRED**

- Customer Service - Ability to proactively and effectively respond to customer needs and practices follow-up to ensure customer needs are met
- Communication Skills - Ability to interact and articulate sensitively, with diplomacy and tact at all levels of the organization and in a multicultural and diverse community; excellent written and oral communication skills with exceptional attention to detail
- Interpersonal Skills - Effective interpersonal and customer service skills; must possess ability to build and maintain effective relationships with customers at all levels, including senior executives; must demonstrate and possess a high level of professional integrity, ethics and confidentiality
- Teamwork – Ability to work in a team environment and build effective working relationships; ability to successfully collaborate with others to accomplish business objectives
- Planning/Organizing - Ability to utilize sound judgment to manage, prioritize and plan work activities and competing priorities with minimal supervision; ability to follow through on multiple tasks and deadlines and be detailed-oriented
- Time Management – Excellent time management skills required; must be able to work quickly to meet demanding deadlines, demonstrate flexibility, willingness to take on assignments and work well under pressure
- Problem Solving - Ability to identify and resolve problems, use sound judgment to develop alternative approaches and meets challenges with resourcefulness.
- Technology - Proficient in the use of PC/Windows and/or MAC and web-based applications including MS Office (Word, PowerPoint, Excel and Outlook)
- Confidentiality – Ability to handle and manage confidential information; must possess a strong level of ethics, confidentiality, and professionalism

## **EMOTIONAL COMPETENCIES**

- Adaptability: Deals with unexpected challenges or circumstances
- Ambition and Drive: Exhibits an attitude of expecting to win and will strive to be the best they can be
- Brand Steward: Steward of the brand and understands his/her role in growing and

- protecting the reputation and results of the greater network
- Collaboration: Values a work environment that through the collaboration of people, achieves business outcomes
- Communications: Delivers and receives information in a concise and clear manner
- Customer Service Orientation: Conveying sensitivity to others and sharing appropriate information to cooperatively resolve their concerns (inside and outside the organization)
- Develops People: Have a drive to understand and develop the capabilities of others
- Innovative Thinking: Passionately champions change and innovation to grow and improve
- Leadership Effectiveness: Achieves with distinction, persevering despite resistance and influencing others
- Maintaining Self-Awareness and Impact: Maintains objectivity about own self; learns from experiences to manage positive impact on others
- Positive Outlook: Displays optimism toward the future and a 'can do' attitude when managing various stages of the sales process
- Self-Awareness: Displays self-knowledge of strengths and needs to identify resources where there are gaps

## **EDUCATION, EXPERIENCE AND QUALIFICATIONS**

- A Master's Degree, Specialist or advanced degree in curriculum, instruction or related field
- Candidates must possess the required certification credits mandated by the State of Michigan

## **JOB DESCRIPTION: SPECIAL EDUCATION DIRECTOR**

**Position Summary:** Responsible for implementing and maintaining special education programs and services in conformance to state and federal objectives and laws; planning, designing, and implementing all phase of service provided by the special education staff; serving as a resource to students, students' families, school personnel, and the Board; and maintaining adequate staffing to ensure objectives of programs and services are achieved within budget.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Provides leadership and vision to ensure continuous organizational development and improvement
- Keeps abreast of community services and resources; develops partnerships with parents, businesses/organizations, and other agencies in order to build awareness, develop support, and share resources
- Collaborates, effectively, with school staff, families, special education teachers, and the community for the purpose of planning, developing, implementing, maintaining, and evaluating educational services and/or programs
- Implements conflict resolution skills in a variety of situations with staff, families, and the community
- Sets staffing levels for school special education programs for the purpose of providing services with fiscal efficiency
- Directs personnel, for the purpose of delivering services which conform to established guidelines
- Develops proposals, new programs, budgets and grants for the purpose of meeting MMA's strategic plans and goals
- Evaluates MMA's special education programs and monitors the implementation of special education and compliance with regulations, for the purpose of carrying out and achievement objectives within area of responsibility
- Facilitates meetings and processes, for the purpose of implementing and maintaining special education programs and services of the district which achieve desired objectives
- Implements assigned programs and/or projects for the purpose of conforming to district and state curriculum and/or instructional objectives
- Manages fiscal resources from school budget and special education grants, prepares budgets and directs spending, and monitors maintenance of effort for the purpose of fiscal efficiency in providing required services
- Prepares documentation and reports data for the purpose of providing written support, conveying information, and complying with federal and state regulations
- Coordinates with outside agencies to provide services to students and staff, for the purpose of offering appropriate services
- Supervises and facilitates training and professional development for all special education staff (i.e. social work, speech and teachers)
- Maintains a high level of knowledge regarding developing special education issues, changes in the laws and case law, and educational methods of educating students with disabilities for the purpose of managing and excellent special education program.

Incorporates policies and procedures in accordance with laws and regulations; ensures that all practices are legal and ethical for each student/family so that each child has the opportunity to achieve at a high level

### **KNOWLEDGE, SKILLS AND ABILITIES REQUIRED**

- Knowledge of organizational systems, the role of public education in the United States, racial equity, social justice, culturally relevant instruction/practices, and special education laws and practices
- Strong law understanding
- Ability to collaborate with families and community members of diverse cultural and educational backgrounds
- Ability to manage personnel and programs
- Effective written and verbal communication skills
- Problem solving skills
- Knowledge of curriculum and research-based programming
- Knowledge of Michigan and federal education laws/regulations and MMA policies
- Ability to make independent judgments
- Ability to keep and maintain accurate records and to meet deadlines

### **EDUCATION, EXPERIENCE AND QUALIFICATIONS**

- Five or more years experience working in a special education capacity
- A Master's Degree or higher
- Full approval or endorsement of at least one area of special education

## **JOB DESCRIPTION – OCCUPATIONAL THERAPIST**

**Position Summary:** Under the direction of the Special Education Director, Occupational therapists lead the process in development, implementation, and coordination of the occupational therapy program. Screening, evaluation, educational program and transition planning, therapeutic intervention, and exit planning is provided for students identified with or suspected of having disabilities that interfere with their ability to perform daily life activities or participate in necessary or desired occupations. Primary responsibility shall include student safety and appropriate collaboration and attention to each student's readiness to learn including needed guidance, discipline, and welfare. Employee may work in a variety of elementary and/or secondary educational, individual or team settings.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Collaborates with other disciplines to ensure team understanding of student occupational performance strengths and needs, through evaluation, educational program planning, and service delivery
- Evaluates the student's ability and formulates the student's occupational profile through a variety of functional, behavioral, and standardized assessments, skilled observation, checklists, histories, and interviews
- Synthesizes evaluation results into a comprehensive written report which reflects strengths and barriers to student participation in the educational environment; directs program development; and guides evidence-based intervention
- Develops occupationally based intervention plans based on student needs and evaluation results
- Participates in multidisciplinary meetings to review evaluation results, integrate findings with other disciplines, offer recommendations, and develop individual education plans and intervention plans to achieve IEP goals
- Coordinates with the IEP team for the purpose of determining appropriate treatments, etc. to meet the needs of specific students and attends IEP Team Meetings
- Confer with occupational therapy staff or others to discuss and evaluate student information for planning, modifying, or coordinating treatment
- Provides targeted, evidence-based therapeutic intervention to facilitate student participation and occupational performance within the school environment
- Consults with the school-based team to achieve student outcomes.
- Adapts and modifies the environment including assistive technology and training instructional staff to meet individual needs and to help students function as independently as possible
- Educates student, educational personnel, and family to facilitate skills in areas of occupation as well as health maintenance and safety; monitors and reassess the effects of occupational therapy intervention and the need to continue, modify, or discontinue intervention
- Documents occupational therapy services to ensure accountability of service provision and to meet standards for reimbursement of services as appropriate
- Completes state mandated assessments in the required time frame

- Prepares written reports that are succinct, direct, in appropriate language that provides insight into the presenting problem of the student
- Maintain records and reports in compliance with regulations
- Initiates, designs, collaborates and reports on Occupational Therapy evaluation
- Performs other duties as assigned

## **KNOWLEDGE, SKILLS AND ABILITIES REQUIRED**

- Knowledge of special education requirements in K-12 school setting.
- Knowledge and appreciation of the influence of disabilities, socio-cultural and socioeconomic factors on student's ability to participate in occupations
- Ability to work cooperatively with students and their parents, district staff, and community members who are culturally, racially, and linguistically diverse
- Ability to effectively communicate with parents, students, and staff verbally and in writing
- Commitment to collaboration and teaming and effectiveness in working within a professional learning community
- Evidence of continuous professional learning and a commitment to participate in professional growth opportunities and self-reflection on professional practice
- Demonstrated ability to work independently without close supervision
- Proficient in the use of PC/Windows and/or MAC and web-based applications including MS Office (Word, PowerPoint, Excel and Outlook)
- Ability to handle and manage confidential information. Must possess a strong level of ethics, confidentiality, and professionalism

## **EMOTIONAL COMPETENCIES**

- **Adaptability:** Deals with unexpected challenges or circumstances
- **Ambition and Drive:** Exhibits an attitude of expecting to win and will strive to be the best they can be
- **Brand Steward:** Steward of the brand and understands his/her role in growing and protecting the reputation and results of the greater network
- **Collaboration:** Values a work environment that through the collaboration of people, achieves business outcomes
- **Communications:** Delivers and receives information in a concise and clear manner
- **Customer Service Orientation:** Conveying sensitivity to others and sharing appropriate information to cooperatively resolve their concerns (inside and outside the organization)
- **Develops People:** Have a drive to understand and develop the capabilities of others
- **Innovative Thinking:** Passionately champions change and innovation to grow and improve
- **Leadership Effectiveness:** Achieves with distinction, persevering despite resistance and influencing others
- **Maintaining Self-Awareness and Impact:** Maintains objectivity about own self; learns from experiences to manage positive impact on others
- **Positive Outlook:** Displays optimism toward the future and a 'can do' attitude when managing various stages of the sales process

- Self-Awareness: Displays self-knowledge of strengths and needs to identify resources where there are gaps



## **EDUCATION, EXPERIENCE AND QUALIFICATIONS**

- Graduate of an accredited occupational therapy program, with possession of a current Michigan Occupational Therapy License
- Successful completion of a clinical internship
- Previous experience working with adolescents preferred

## **JOB DESCRIPTION – SCHOOL SOCIAL WORKER**

**Position Summary:** Under the direction of the Special Education Director, the School Social Worker significantly contributes to the development of a healthy, safe and caring environment by advancing the understanding of the emotional and social development of children and the influences of family, community, and cultural differences on student success and by implementing effective intervention strategies. The School Social Worker must adhere to Federal and State statutes, professional development practices, School Social Work Standards and the National Association of Social Workers Code of Ethics.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Provide direct school social work services to referred students who have serious social and emotional problems that interfere with learning; provide individual and group therapeutic counseling to students and their families
- Identify and assesses academic problems through analysis of factors impinging on student adjustment including factors in the home, school, and community
- Determine and implement appropriate therapeutic strategies to effect changes in behavioral/social interactions of students and their families
- Complete psychosocial assessments to assist in the determination of special education eligibility
- Must have an understanding of the IEP Process and the ability to develop Individual Educational Plans, Multidisciplinary Evaluation Team Reports, Evaluation Review Reports, Functional Behavior Assessments, Behavior Intervention Plans, Manifestation Determination Reviews, 504's and other special education reports pertaining to student needs and issues
- Demonstrate general knowledge of disability areas in special education with specific knowledge in emotional impairment and autism
- Coordinate and facilitate crisis intervention and trauma response services.
- Possess a general knowledge of the provisions of the Every Student Succeeds Act (ESSA), McKinney-Vento Law and other state and federal mandates
- Serve as a liaison between families and the school to positively promote collaborative processes in educational planning for students by encouraging parent/guardian participation in the school setting
- Demonstrate knowledge of community resources to provide support and services to students and families.
- Analyzes and interprets information to make recommendations regarding needs for social work services
- Explains nature and purpose of assessments, its use and limitations, in an understandable manner to parents or other professionals
- Prepares a written diagnostic report for educational referrals that are comprehensive and objective
- Gathers relevant information in the assessment of students experiencing learning and adjustment problems
- Analyzes situations accurately and take effective action

- Prepares written reports that are succinct, direct, in appropriate language that provides insight into the presenting problem of the student
- Serves as a member of the MTSS Team (the problem-solving vehicle for the school) and other school-based teams to develop interventions for promoting students' academic success
- Develop, coordinate and facilitate intervention and prevention groups for students and parents (i.e. grief, conflict resolution, divorce etc)
- Demonstrate skills in conducting effective meetings and conferences (including the resolution of disagreements)
- Maintain required clinical records and submits appropriate documents for statistical reports with adherence to program standards in school social work
- Demonstrate the skill in communicating concepts and information accurately orally or in writing
- Organize time, resources, energy, and workload in order to meet responsibilities
- Maintain current knowledge of and abides by federal and state laws with emphasis on persons with disabilities, child welfare, mental health, confidentiality and student and parent rights
- Attends meetings and professional development activities as required
- Communicate with immediate supervisor, GPS Central Office staff and appropriate school-level staff concerning assigned programs and activities
- Maintain current knowledge of and implement GPS Personnel Policies and Employee Handbook

## **ADDITIONAL DUTIES**

- Maintain current knowledge of FERPA and other applicable state and federal confidentiality requirements
- Perform Functional Behavioral Assessments and develop individualized behavior plans
- Intervenes in escalating behaviors and utilizes de-escalation techniques; demonstrates knowledge of guidelines regarding behavioral interventions (quiet time, restraint, elopement)
- Maintain confidentiality of all student, family and staff information
- Adheres to the organization's quality improvement strategy
- Perform other job-related responsibilities as assigned

## **EMOTIONAL COMPETENCIES**

- **Adaptability:** Deals with unexpected challenges or circumstances
- **Ambition and Drive:** Exhibits an attitude of expecting to win and will strive to be the best they can be
- **Brand Steward:** Steward of the brand and understands his/her role in growing and protecting the reputation and results of the greater network
- **Collaboration:** Values a work environment that through the collaboration of people, achieves business outcomes
- **Communications:** Delivers and receives information in a concise and clear manner
- **Customer Service Orientation:** Conveying sensitivity to others and sharing appropriate

- information to cooperatively resolve their concerns (inside and outside the organization)
- Develops People: Have a drive to understand and develop the capabilities of others.
- Innovative Thinking: Passionately champions change and innovation to grow and improve
- Leadership Effectiveness: Achieves with distinction, persevering despite resistance and influencing others
- Maintaining Self-Awareness and Impact: Maintains objectivity about own self; learns from experiences to manage positive impact on others
- Positive Outlook: Displays optimism toward the future and a 'can do' attitude when managing various stages of the sales process
- Self-Awareness: Displays self-knowledge of strengths and needs to identify resources where there are gaps

## **KNOWLEDGE, SKILLS AND ABILITIES REQUIRED**

- Knowledge of special education requirements in K-12 school setting
- Advanced knowledge of social work services, facilitating individual or group discussions, and preparing social and family histories
- Ability to apply principles of logical thinking to a wide range of intellectual and practical problems
- Ability to utilize principles and methods of effective and persuasive speaking
- Advanced ability to understand, analyze and interpret reports
- Ability to communicate expectations clearly, and to effectively utilize a teamwork approach with staff at all levels
- Meticulous attention to detail
- Possess the ability to manage time well with strategies in place to multi-task successfully.
- Ability to utilize various computer and web-based software programs
- Proficient in the use of PC/Windows and/or MAC and web-based applications including MS Office (Word, PowerPoint, Excel and Outlook).

## **EDUCATION, EXPERIENCE AND QUALIFICATIONS**

- Master's Degree in Social Work required, from an accredited college or university
- Valid State of Michigan Master's Social Worker license, issued by the State of Michigan, Department of Licensing and Regulations, and Full Approval as a School Social Worker issued by the Michigan Department of Education, Office of Special Education and Early Intervention Services.  
Applicants not holding Full Approval must be eligible for Temporary or Continuing Temporary Approval.

## **JOB DESCRIPTION – SPEECH AND LANGUAGE PATHOLOGIST**

**Position Summary:** Under the direction of the Director of Speech and Special Education Coordinator, the Speech and Language Pathologist is responsible for applying specialized knowledge of speech and language theories and therapy techniques to provide student assessment, recommend IEP services and determine eligibility for special education services. They will investigate and study the underlying causes, precipitating factors, symptomatic behavior, and the emotional and practical education effect of student language, speech, voice and fluency difficulties. Deliver specialized speech and language work in an educational setting to enable students to achieve optimal learning.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Develop and implement individual Education Plans (IEPs) for students with Speech/Language impairment and assists with IEPs for students with speech/language as a service on an annual basis or according to requirements
- Comply with all Medicaid requirements for school-based claiming, including obtaining written Medicaid consent from parents of all students served and timely filing of claims that meet Medicaid standards
- Consults with teachers and other school personnel to obtain information regarding the reason for referral.
- Complete initial assessments on all referrals received from the constituent school districts
- Demonstrate competence as a diagnostician in administering all of the following: language, fluency, articulation, expressive and receptive language assessments, voice assessments and pragmatic assessment
- Communicate to appropriate school officials and parents, the results of the language assessment and make viable recommendations for the individual being assessed
- Attend Child Study meetings as requested by building principals and complete the Multidisciplinary Evaluation Team Report for filing at the central office
- Conducts speech, language and hearing screenings
- Conducting assessments, analyzing results, and writing reports to determine strengths and concerns in areas of speech, voice, fluency, pragmatics, language, and oral motor skills.
- Write a speech and language report for all initial and re-evaluation assessments
- Assist and guide teachers in observing, describing, and referring suspected and identified speech and language delays/disorders
- Interprets assessment results and compiles comprehensive language assessment reports that address the reason for referral and include appropriate recommendations
- Consult with teaching teams to develop and implement of curriculum modifications and appropriate classroom strategies such as visual supports, language strips, topics of conversation, and data collection.
- Serves as a member of the interdisciplinary assessment team assigned to each school and works as a team member in making placement decisions, developing intervention plans, and planning programs to meet the special needs of children
- Communicates case findings and recommendations to teachers and other school personnel as needed

- Participates in eligibility committee meetings and contributes to the development of the Individualized Education Plan (IEP)
- Compiles monthly reports and maintains accurate case records
- Collect and analyze data related to school improvement, student outcomes, and accountability requirements
- Maintains communication with administrators, teachers, other school personnel, and parents/guardians to enhance cooperative action, which will meet the health and safety needs of students
- Maintains confidentiality regarding all school and speech-related issues
- In performing the above duties, works collaboratively in a professional learning community with other teachers, support staff, and others as appropriate, in addressing the needs of students, developing effective practices, and developing and implementing best practices
- Perform other job-related duties as assigned

### **KNOWLEDGE, SKILLS AND ABILITIES REQUIRED**

- Knowledge of special education requirements in K-12 school setting
- actively and effectively respond to customer needs and practices, with follow-up to ensure customer needs are met
- Interact and articulate sensitively, with diplomacy and tact at all levels of the organization and in a multicultural and diverse community
- Excellent written and oral communication skills with exceptional attention to detail
- Effective interpersonal and customer service skills with an ability to build and maintain effective relationships with customers at all level; must demonstrate and possess a high level of professional integrity, ethics and confidentiality
- Successful ability to work in a team environment and build effective working relationships while collaborating with others to accomplish business objectives
- Ability to follow through on multiple tasks and deadlines and be detailed-oriented.
- Proficient in the use of PC/Windows and/or MAC and web-based applications including MS Office (Word, PowerPoint, Excel and Outlook)
- Ability to handle and manage confidential information. Must possess a strong level of ethics, confidentiality, and professionalism

### **EMOTIONAL COMPETENCIES**

- Adaptability: Deals with unexpected challenges or circumstances
- Ambition and Drive: Exhibits an attitude of expecting to win and will strive to be the best they can be
- Brand Steward: Steward of the brand and understands his/her role in growing and protecting the reputation and results of the greater network
- Collaboration: Values a work environment that through the collaboration of people, achieves business outcomes
- Communications: Delivers and receives information in a concise and clear manner
- Customer Service Orientation: Conveying sensitivity to others and sharing appropriate information to cooperatively resolve their concerns (inside and outside the organization)

- Develops People: Have a drive to understand and develop the capabilities of others
- Innovative Thinking: Passionately champions change and innovation to grow and improve
- Leadership Effectiveness: Achieves with distinction, persevering despite resistance and influencing others
- Maintaining Self-Awareness and Impact: Maintains objectivity about own self; learns from experiences to manage positive impact on others
- Positive Outlook: Displays optimism toward the future and a 'can do' attitude when managing various stages of the sales process
- Self-Awareness: Displays self-knowledge of strengths and needs to identify resources where there are gaps

## **EDUCATION, EXPERIENCE AND QUALIFICATIONS**

- Master's degree in Speech-Language Pathology from an accredited school of speech-language pathology
- Have an ASHA Certificate of Clinical Competence
- Have a current license or be qualified for license as a Speech-Language Pathologist
- At least two years of experience, preferably with school-aged children, preferred

## **JOB DESCRIPTION – SPECIAL EDUCATION TEACHER**

**Position Summary:** Under the direction of the Special Education Director, the Special Education Teacher develops and provides specialized instruction to meet the unique needs of students with disabilities; Evaluates and assesses student progress against instructional objectives; follows State mandated due process procedures and functions as IEP Manager to assigned students. Collaborates with educators, parents, and other professionals to create safe, healthy, and supportive learning environments that strengthen connections between home, school, and the community for all students.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Demonstrate thorough knowledge and application of the principles and methodology of effective teaching of students with disabilities
- Design instruction, both individual and small group, which parallels to the general education curriculum
- Manage classroom organization to facilitate a constructive learning environment
- Prepare student individual education plans in consultation with parents and IEP team members
- Deliver instruction designed to meet goals and objectives of IEP's and treatment plans.
- Consistently incorporates technology into structured lesson plans
- Utilize appropriate curricular and classroom modifications and accommodations
- Independently develop individualized and educationally appropriate goals and objectives for IEP's in all areas
- Participate in the development of individualized behavior plans and transition plans according to district guidelines
- Intervenes in escalating behaviors and utilizes de-escalation techniques; demonstrates knowledge of guidelines regarding behavioral interventions (quiet time, restraint, elopement)
- Makes recommendations based upon assessment data; evaluates academic proficiency and determines appropriate academic curriculum for student based upon assessment data, age, strengths, and special needs
- Uses techniques(s) which develop(s) lesson objective(s)
- Sequences lesson to promote learning
- Use available teaching material(s) to achieve lesson objective(s)
- Adjust lesson content or instructional delivery when appropriate.
- Integrates technology into instruction
- Assist other professional staff in diagnosis of learning disorders, development of planned remediation and evaluation of student progress
- Consults with teachers and other school personnel to obtain information regarding the reason for referral
- Attend Child Study meetings as requested by building principals and complete the Multidisciplinary Evaluation Team Report for filing at the central office
- Serves as a member of the interdisciplinary assessment team assigned to each school and works as a team member in making placement decisions, developing intervention plans, and planning programs to meet the special needs of children



- Participates in eligibility committee meetings and contributes to the development of the Individualized Education Plan (IEP)
- Compiles monthly reports and maintains accurate case records
- Collect and analyze data related to school improvement, student outcomes, and accountability requirements
- Maintains communication with administrators, teachers, other school personnel, and parents/guardians to enhance cooperative action, which will meet the health and safety needs of students
- In performing the above duties, works collaboratively in a professional learning community with other teachers, support staff, and others as appropriate, in addressing the needs of students, developing effective practices, and developing and implementing best practices
- Participate in school, district and organizational professional development opportunities

## **KNOWLEDGE, SKILLS AND ABILITIES REQUIRED**

- Thorough knowledge of special education requirements in K-12 school setting
- Proactively and effectively respond to customer needs and practices, with follow-up to ensure customer needs are met
- Interact and articulate sensitively, with diplomacy and tact at all levels of the organization and in a multicultural and diverse community
- Excellent written and oral communication skills with exceptional attention to detail.
- Effective interpersonal and customer service skills with an ability to build and maintain effective relationships with customers at all levels; must demonstrate and possess a high level of professional integrity, ethics and confidentiality
- Successful ability to work in a team environment and build effective working relationships while collaborating with others to accomplish business objectives
- Ability to follow through on multiple tasks and deadlines and be detail-oriented
- Proficient in the use of PC/Windows and/or MAC and web-based applications including MS Office (Word, PowerPoint, Excel and Outlook).
- Ability to handle and manage confidential information; must possess a strong level of ethics, confidentiality, and professionalism

## **EMOTIONAL COMPETENCIES**

- Adaptability: Deals with unexpected challenges or circumstances
- Ambition and Drive: Exhibits an attitude of expecting to win and will strive to be the best they can be
- Brand Steward: Steward of the brand and understands his/her role in growing and protecting the reputation and results of the greater network
- Collaboration: Values a work environment that through the collaboration of people, achieves business outcomes
- Communications: Delivers and receives information in a concise and clear manner
- Customer Service Orientation: Conveying sensitivity to others and sharing appropriate information to cooperatively resolve their concerns (inside and outside the organization)
- Develops People: Have a drive to understand and develop the capabilities of others

- Innovative Thinking: Passionately champions change and innovation to grow and improve
- Leadership Effectiveness: Achieves with distinction, persevering despite resistance and influencing others
- Maintaining Self-Awareness and Impact: Maintains objectivity about own self; learns from experiences to manage positive impact on others
- Positive Outlook: Displays optimism toward the future and a 'can do' attitude when managing various stages of the sales process
- Self-Awareness: Displays self-knowledge of strengths and needs to identify resources where there are gaps

## **EDUCATION, EXPERIENCE AND QUALIFICATIONS**

- Minimum B.A/B.S degree in teaching from an accredited institution
- Possess current Michigan teaching certificate (or equivalent) with a special education endorsement in autism, cognitive impairment, emotional impairment, learning disabilities, physical education for students with disabilities, physical or other health impairment, speech and language impairment, and/or visual impairment
- Prior experience in a school setting is preferred

## **JOB DESCRIPTION: MTSS COORDINATOR**

**Position Summary:** Provides group instructional support as prescribed by teacher through individualized instruction and reinforcement of learning concepts, in accordance with applicable contract, and program requirements and guidelines.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Maintains current knowledge of Title I rules and regulations
- Checks and corrects students' work; keeps students on task and reports progress to the teacher
- Arranges classroom furnishings and equipment to promote productivity and learning
- Prepares visual aids and duplicates materials; reorganizes, distributes and collects instructional materials at the end of the session or day
- Serves as proctor during testing and score students' assignments as instructed by the teacher
- Checks and reports student attendance to appropriate school personnel
- Documents and files student information and records according to applicable program and contract requirements
- Participates in trainings and other professional development activities
- Other related duties as assigned.

### **KNOWLEDGE, SKILLS AND ABILITIES REQUIRED**

- Customer Service - Ability to proactively and effectively respond to customer needs and practices follow-up to ensure customer needs are met
- Communication Skills - Ability to interact and articulate sensitively, with diplomacy and tact at all levels of the organization and in a multicultural and diverse community. Excellent written and oral communication skills with exceptional attention to detail
- Interpersonal Skills - Effective interpersonal and customer service skills; must possess ability to build and maintain effective relationships with customers at all levels, including senior executives; must demonstrate and possess a high level of professional integrity, ethics and confidentiality
- Teamwork – Ability to work in a team environment and build effective working relationships; ability to successfully collaborate with others to accomplish business objectives
- Planning/Organizing - Ability to utilize sound judgment to manage, prioritize and plan work activities and competing priorities with minimal supervision; ability to follow through on multiple tasks and deadlines and be detailed-oriented
- Time Management – Excellent time management skills required. Must be able to work quickly to meet demanding deadlines, demonstrate flexibility, willingness to take on assignments and work well under pressure
- Problem Solving - Ability to identify and resolve problems, use sound judgment to develop alternative approaches and meets challenges with resourcefulness
- Technology - Proficient in the use of PC/Windows and/or MAC and web-based applications including MS Office (Word, PowerPoint, Excel and Outlook).

- Confidentiality – Ability to handle and manage confidential information. Must possess a strong level of ethics, confidentiality, and professionalism

## **EMOTIONAL COMPETENCIES**

- Adaptability: Deals with unexpected challenges or circumstances
- Ambition and Drive: Exhibits an attitude of expecting to win and will strive to be the best they can be
- Brand Steward: Steward of the brand and understands his/her role in growing and protecting the reputation and results of the greater network
- Collaboration: Values a work environment that through the collaboration of people, achieves business outcomes
- Communications: Delivers and receives information in a concise and clear manner
- Customer Service Orientation: Conveying sensitivity to others and sharing appropriate information to cooperatively resolve their concerns (inside and outside the organization)
- Develops People: Have a drive to understand and develop the capabilities of others
- Innovative Thinking: Passionately champions change and innovation to grow and improve.
- Leadership Effectiveness: Achieves with distinction, persevering despite resistance and influencing others
- Maintaining Self-Awareness and Impact: Maintains objectivity about own self; learns from experiences to manage positive impact on others
- Positive Outlook: Displays optimism toward the future and a 'can do' attitude when managing various stages of the sales process
- Self-Awareness: Displays self-knowledge of strengths and needs to identify resources where there are gaps

## **EDUCATION, EXPERIENCE AND QUALIFICATIONS**

- High School Graduate
- Meets all requirements as MDE Paraprofessional
- Possess an equivalent combination of training and experience which provides the required
- Knowledge, skills, and abilities for the position
- Working knowledge of effective methods of dealing with children
- Working knowledge of the core subjects at the grade level to which employment assignment is made
- Working knowledge of the school and schools' policies and procedures related to scope of service
- Some knowledge of expected behavior of children, that is, basic developmental characteristics of ages and stages preferred
- Skill necessary to operate audiovisual equipment and standard office equipment
- Skill to make learning aids which will strengthen lesson plans
- Ability to comprehend the purpose of teacher designed strategies as a fulfillment of the instructional objective

- Ability to discern significant student behavior and inform supervisor
- Ability to impart information to the child's level of comprehension
- Ability to apply impartially and consistently apply proper methods of recognition, reward and behavior interventions
- Ability to follow minimally detailed written and oral instructions without constant supervision
- Ability to record and store data accurately
- Ability to maintain confidentiality of student information
- Proficiency in technology

## **JOB DESCRIPTION: STUDENT INFORMATION MANAGEMENT SYSTEM (SIMS) COORDINATOR**

**Position Summary:** The Student Information Management Systems (SIMS) Coordinator uses specialized knowledge and skills obtained through education and experience to implement, maintain, manage, and troubleshoot data services and systems. The SIMS Coordinator will also provide technical leadership and training to technical staff and technical updates to administration, while also supporting MMA with technology purchasing and procurement.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

#### **A. MiStar Database Administration**

- Maintain academy/customer database
- Train teachers to use any modules identified by administration for teacher use
- Train all other staff as appropriate
- Create school master schedule
- Train office personnel to utilize system
- Run all progress reports and report cards for the school year and maintain student transcript data

#### **B. Enrollment Coordinator**

- Train office staff (once identified) to enter all new applicants in MiStar database
- Review current student enrollment and update as needed
- Provide enrollment statistics to academy administration and parents, as requested

#### **C. Pupil Accounting**

- Submission of all pupil count reporting for the fall, supplemental and end of year requirements, including audit preparation, if required
- 25e data submission for students enrolled after count day and before the supplemental count date for state aid assignment

#### **D. Immunization Report- MICR**

- Collect and complete data for November and February submissions
- Train office staff to complete the MICR submissions

#### **E. Reports**

- All reporting relating to pupil accounting

### **EDUCATION, EXPERIENCE AND QUALIFICATIONS**

- High school graduate with competency in keyboarding
- At least five (5) years of secretarial experience, with at least three (3) years in pupil accounting

## **JOB DESCRIPTION: TECHNOLOGY COORDINATOR**

**Position Summary:** Facilitate the effective use of computers and other technology in instructional programs district-wide. Assist in the development of short- and long-range plans for the integration of technology into the instructional program. Implement and coordinate the technology staff development and training program.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

#### **Staff Development**

- Provide leadership and technical expertise to principals and other district personnel in the planning, implementation, and evaluation of effective instructional technology throughout the district
- Coordinate the development and implementation of a comprehensive staff development plan for the use of instructional technology
- Provide staff development to teachers and administrators in methods of involving technology in the delivery of curriculum

#### **Curriculum Development**

- Assist in integrating technology in the existing instructional curriculum
- Coordinate the writing of curriculum for technology programs and monitor the instructional process in all content areas using technology
- Disseminate information regarding current research and significant developments in technology education at the state and national level
- Develop and implement a continuing evaluation of the instructional technology program and implement changes based on the findings

#### **Technical Support**

- Collaborate with the leadership team to assist with the bidding process, purchase, distribution, maintenance, and installation of hardware, software, and other technological equipment and materials within instructional programs
- Serve as liaison to outside vendors that provide support for technology equipment and materials

#### **Budget and Inventory**

- Ensure that program is cost-effective and funds are managed prudently
- Compile budget and cost estimates
- Coordinate the selection of technology equipment and software

#### **Policy, Reports, and Law**

- Assist in the development of policies and procedures regarding technology issues
- Compile, maintain, and file all physical and computerized reports, records, and other documents required
- Comply with policies established by federal and state law, State Board of Education rule, and local board policy in the area of instructional technology

### **Personnel Management**

- Develop training options and improvement plans for technology personnel to ensure best operation of programs
- Other duties as assigned

### **KNOWLEDGE, SKILLS AND ABILITIES REQUIRED**

- Customer Service - Ability to proactively and effectively respond to customer needs and practices follow-up to ensure customer needs are met
- Communication Skills - Ability to interact and articulate sensitively, with diplomacy and tact at all levels of the organization and in a multicultural and diverse community; excellent written and oral communication skills with exceptional attention to detail
- Interpersonal Skills - Effective interpersonal and customer service skills; must possess ability to build and maintain effective relationships with customers at all levels, including senior executives; must demonstrate and possess a high level of professional integrity, ethics and confidentiality
- Teamwork – Ability to work in a team environment and build effective working relationships. Ability to successfully collaborate with others to accomplish business objectives
- Planning/Organizing - Ability to utilize sound judgment to manage, prioritize and plan work activities and competing priorities with minimal supervision; ability to follow through on multiple tasks and deadlines and be detailed-oriented
- Time Management – Excellent time management skills required; must be able to work quickly to meet demanding deadlines, demonstrate flexibility, willingness to take on assignments and work well under pressure
- Problem Solving - Ability to identify and resolve problems, use sound judgment to develop alternative approaches and meets challenges with resourcefulness
- Technology - Proficient in the use of PC/Windows and/or MAC and web-based applications including MS Office (Word, PowerPoint, Excel and Outlook)
- Confidentiality – Ability to handle and manage confidential information; must possess a strong level of ethics, confidentiality, and professionalism

### **EMOTIONAL COMPETENCIES**

- Adaptability: Deals with unexpected challenges or circumstances
- Ambition and Drive: Exhibits an attitude of expecting to win and will strive to be the best they can be
- Brand Steward: Steward of the brand and understands his/her role in growing and protecting the reputation and results of the greater network



- Collaboration: Values a work environment that through the collaboration of people, achieves business outcomes
- Communications: Delivers and receives information in a concise and clear manner
- Customer Service Orientation: Conveying sensitivity to others and sharing appropriate information to cooperatively resolve their concerns (inside and outside the organization)
- Develops People: Have a drive to understand and develop the capabilities of others
- Innovative Thinking: Passionately champions change and innovation to grow and improve
- Leadership Effectiveness: Achieves with distinction, persevering despite resistance and influencing others
- Maintaining Self-Awareness and Impact: Maintains objectivity about own self; learns from experiences to manage positive impact on others
- Positive Outlook: Displays optimism toward the future and a 'can do' attitude when managing various stages of the sales process
- Self-Awareness: Displays self-knowledge of strengths and needs to identify resources where there are gaps

### **SPECIAL KNOWLEDGE/SKILLS**

- Knowledge of computer hardware and software applications
- Knowledge of technologies available for use in instructional setting
- Knowledge of curriculum design and implementation
- Ability to develop and deliver technology training to adult learners
- Strong organizational, communication, and interpersonal skills

### **EDUCATION, EXPERIENCE AND QUALIFICATIONS**

- Education/Certification: Bachelor's degree, Master's degree preferred
- Five years teaching experience
- Three years' experience working with computer hardware and instructional software applications

## **JOB DESCRIPTION: ADMINISTRATIVE ASSISTANT**

**Position Summary:** Assist in the support and development of programs at MMA

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Provides customer service support
- Develops solutions for data tracking
- Manages multiple, variable tasks and data review processes, as well as mass data entry, maintenance, and update projects
- Assists with management of online platforms
- Performs other duties as required

### **EDUCATION, EXPERIENCE AND QUALIFICATIONS**

- Associates degree or higher
- Two years of experience preferred
- Ability to compose and generate letters and other correspondence
- Ability to type/word process at 55 WPM corrected
- Ability to communicate, tactfully, courteously and effectively with staff and community
- Experience managing data across multiple online systems
- Experience using advanced Excel skills and able to learn new skills quickly
- At ease learning new technology, skills and programs
- Can efficiently manage multiple projects and tasks to meet deadlines
- Possesses superior organization skills with high attention to detail
- Capable of problem-solving and working well independently
- Exhibits professionalism and a positive attitude when working with others

Length of position: Year-round

Reports to: Building Principal

Salary/Benefits: Full-time with benefits

## **JOB DESCRIPTION: FACILITIES COORDINATOR**

**Position Summary:** To ensure, through the responsibilities outlined, below, the safety, environmental compliance, security and effective building operations, of the facility.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES (other duties may be assigned)**

- Oversee and facilitate coordination of all projects, activities, and events related to use of school facilities
- Ensure the School Safety and Security Plan is implemented and that drills are conducted so that all in the school are prepared for emergency situations
- Ensure that the district is compliant with all state and local reporting requirements relating to facilities, worker safety, and environmental standards
- Advise School Leader of policy, fiscal, contractual or legal items requiring review or action
- Oversee and facilitate daily security operations specifically student, staff and building safety
- Lead safety person in all matters related to school safety
- Responsible for upholding a welcoming and beautiful whole school environment
- Display the highest ethical and professional behavior in working with students, parents, school personnel, and outside agencies associated with the school
- Develop annual facilities plan in conjunction with School Leader
- Oversee day-to-day operations of facilities to ensure that the facility is safe, aesthetically pleasing and in compliance with all applicable laws and regulations
- Coordinate implementation of facility projects
- Review facilities' trouble tickets and provide monthly reports
- Implement regular facility audits and walkthroughs and addresses any facility issues that may arise
- Oversee facility vendors
- Ability to communicate effectively with Director and MDE
- Assist with the monitoring of the annual program budget to operate within Board policy guidelines
- Assist with the management information systems to improve the effectiveness and efficiency of the food service operation
- Conduct semi-annual performance evaluations of assigned staff in responsible areas
- First point of contact for investigating and resolving all facilities
- Establish clear lines of accountability and command within the school safety forces
- Develop school safety plans to help direct emergency responses
- Maintain and revises district's Safety program including:
  - Appropriate lighting and signage;
  - Building safety systems;
  - Building surveillance systems;
  - Equipment identification procedures;
  - Student and personnel identification procedures;
  - Visitor registration and identification procedures;

- Emergency plans for evacuations, lock downs, and other crisis;
- Safety staff orientation and training programs;
- Effective and efficient deployment of safety personnel;
- Coordinate required number of school safety drills including fire, tornado and lock-downs; and
- Coordination of services with local, State and Federal Law enforcement and emergency agencies
- All other duties as assigned by the school leader

## **KNOWLEDGE, SKILLS AND ABILITIES REQUIRED**

- Planning, organizing, assigning, and coordinating the activities of a complex organization
- Interpersonal relationships. Character, personality, and proper social capability to relate effectively with culturally and ethnically diverse staff, students, and community
- Leadership, decision-making, and building collaborative working relationships across all levels of personal interactions encountered during course of work
- Plan, supervise, and direct the activities of a facilities management operation
- Communicate clearly and concisely, both orally and in writing
- Understand and execute oral and written instructions, policies, and procedures.
- Follow general safety and hazardous materials procedures
- Apply and explain policies, procedures, rules and regulations
- Define problems, to collect and analyze data, to establish facts, to draw valid conclusions, and to make decisions based upon available information and input
- Think strategically and develop both short and long-term plans to meet objectives
- Organize and balance multiple projects and issues simultaneously, including managing and overseeing departmental budgets
- Establish and maintain working relationships with a wide range of individuals and groups
- Supervise, train, and evaluate assigned staff

## **EMOTIONAL COMPETENCIES**

- Adaptability: Deals with unexpected challenges or circumstances
- Ambition and Drive: Exhibits an attitude of expecting to win and will strive to be the best they can be
- Brand Steward: Steward of the brand and understands his/her role in growing and protecting the reputation and results of the greater network
- Collaboration: Values a work environment that through the collaboration of people, achieves business outcomes
- Communications: Delivers and receives information in a concise and clear manner
- Customer Service Orientation: Conveying sensitivity to others and sharing appropriate information to cooperatively resolve their concerns (inside and outside the organization)
- Develops People: Have a drive to understand and develop the capabilities of others
- Innovative Thinking: Passionately champions change and innovation to grow and improve
- Leadership Effectiveness: Achieves with distinction, persevering despite resistance and

influencing others

- Maintaining Self-Awareness and Impact: Maintains objectivity about own self; learns from experiences to manage positive impact on others
- Positive Outlook: Displays optimism toward the future and a 'can do' attitude when managing various stages of the sales process
- Self-Awareness: Displays self-knowledge of strengths and needs to identify resources where there are gaps

## **EDUCATION, EXPERIENCE AND QUALIFICATIONS**

- Minimum 2 year Associate degree in a Technical Field of Study, Bachelor's degree preferred
- Technical or vocational school coursework of at least 18 credit hours in relevant building maintenance skills preferred
- Minimum of four (4) years of practical experience in the management of facilities and/or operations in multi-building/site company, preferably of educational facilities
- Minimum of three (3) years of successful supervisory experience
- Basic knowledge of several technical fields where the work consists of the application of specific techniques and principles. Specific maintenance technical fields include:
  - Plumbing
  - Electrical
  - Electro-mechanical
  - Carpentry
  - Mechanical
- Knowledge of all current facility code requirements
- Knowledge of other K-12 School systems and standards
- Ability to interact positively with a wide variety of internal and, where appropriate external stakeholders
- Strong analytical, critical-thinking and organizational skills
- Ability to work independently and manage multiple responsibilities simultaneously
- Strong problem-solving and project management skills
- Demonstrated ability to learn quickly and take initiative
- Planning and managing departmental budgets
- Principles and practices of all types of building repair and maintenance, construction, and grounds maintenance
- Principles and practices of preventive maintenance and custodial services
- Maintains current knowledge of building and equipment maintenance and repair, codes and regulatory requirements
- Federal, State, and local laws, codes, and regulations including safety principles and practice, and dangers/precautions associated with hazardous materials
- Use of personal computer systems including word processing, email correspondence, and spreadsheet applications
- Business, financial, and computer systems for capital improvement and facilities maintenance, management of human resources, materials, projects, work orders, and related matters

- Human and group behavior as applied to staff supervision, training, team development, performance evaluation, and disciplinary processes
- Employment practices, laws, regulations, and equal opportunity/affirmative action guidelines
- Managing a Computerized Maintenance Management System or Facilities Work Order Management system

## **JOB DESCRIPTION: MAINTENANCE**

**Position Summary:** Responsible for keeping the Academy building and grounds in clean, orderly and well-maintained condition.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Cleans rooms, hallways, lobbies, conference rooms, restrooms, corridors, offices, gymnasium and other work areas
- Sweeps, scrubs, waxes and polishes floors using professional equipment
- Cleans rugs, carpets, upholstered furniture, draperies and blinds
- Washes walls, ceilings, woodwork, windows, door panels and sills
- Empties wastebaskets and garbage containers and transports to disposal areas
- Empties trash and cleans bathrooms after lunch activities
- Serves as a school blood-borne pathogen responder
- Maintains building by performing maintenance, minor reports and other related maintenance activities, including replacement of air conditioner filters, as needed
- Informs the administration, in writing, regarding the misuse or destruction of property
- Notifies administration concerning the need for repairs or additions to lighting, heating and ventilation equipment or other areas of the building and grounds
- Prunes shrubs and trees and removes damaged leaves, branches or twigs
- Shovels or plows snow from walks and driveways and spreads salt to prevent ice buildup
- Makes minor repairs on equipment such as lawn mower, spreader and snow removal equipment
- Transports school supplies, audio-visual equipment and mail throughout the building, as needed
- Sets up tables and chairs in hallways, classrooms and gymnasium, as needed
- Supervises and remains in charge of building after school hours and during evening activities, if needed
- Accepts and records all deliveries, validates parking slips with items delivered and forward paperwork to office personnel
- While performing the duties of this job, the employee is required to lift, regularly, and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds and occasionally assist with lifting and/or moving up to 100 pounds
- Performs all other duties as required

### **SPECIAL KNOWLEDGE/SKILLS**

#### **Community Relations**

- Upholds and enforces board policy, administrative procedures, and school rules and regulations, and is supportive of them to the public
- Maintains appropriate work habits, including regular and punctual attendance and appropriate use of conference and planning time
- Strives to communicate the positive aspects of our school program to the public in word and deed

- Establishes and maintains cooperative relationships with other staff members

#### **EDUCATION, EXPERIENCE AND QUALIFICATIONS**

- High school diploma or GED required
- Minimum of two years of experience or on-the-job training required



**CONSULTING AND SERVICES AGREEMENT**

**This Consulting and Services Agreement (“Agreement”) is entered onto the Commencement Date set forth in Section 1 below, by and between GPS Solutions, LLC (“GPS”), and Muskegon Maritime Academy (“Client”) with reference to the following:**

**RECITALS**

- A. GPS engages in the business of providing education and consulting services to nonprofit and for-profit education and social service agencies.
- B. Client is a Michigan public school academy that offers educational programs to students in Michigan.
- C. Client wishes to engage GPS to provide Consulting Services, and GPS wishes to provide such services, all in the terms set forth below.

**AGREEMENT**

In consideration of the promises and covenants contained herein, the parties agree as follows:

**1. COMMENCEMENT DATE AND TERM**

This agreement shall commence July 1, 2022 (or at the time of first hiring) (“the Commencement Date”) and shall continue until June 30, 2023.

**2. SERVICES TO BE PROVIDED BY GPS**

During the Term of this Agreement, GPS shall provide the services set forth on Schedule 1 attached hereto (the "Services Schedule") in connection with the Program to students assigned by the Client to the Program and GPS shall provide personnel, (the GPS Personnel), as may be reasonably necessary to provide the Services. The final determination as to what GPS Personnel provide the Services to the Client shall be in the sole discretion of GPS. Client acknowledges that GPS Personnel may change from time to time based on those GPS Personnel providing services to GPS from time to time, due to sickness or illness of GPS Personnel or other reasons. Any requests for changes to contract, or services outside of those outlined in Schedule 1 by Client will be given consideration, and if reasonable both in timeframe and compensation, a written amendment will be added to this agreement and signed by authorized representatives by both parties.

### 3. **RECORDS**

GPS agrees that all documents and records kept and maintained by GPS in the course of providing the services contracted in accordance within Schedule 1 of this agreement and during the Term of this Agreement shall be the property of Client, provided that as set forth below, GPS shall have the right to inspect, copy and maintain a copy of all such files, documents and records. GPS agrees that upon expiration or termination of this Agreement for any reason, GPS shall deliver any Client property retained by GPS. GPS shall not disclose pupil records to any unauthorized person or entity without the consent required by the Family Education and Privacy Act (20 U.S.C. § 1232g) and any other applicable laws, unless the disclosure is otherwise permitted by law.

Furthermore, GPS will only provide record keeping and reporting for those services which are set forth in Schedule 1 of this Agreement.

### 4. **RESPONSIBILITIES OF CLIENT**

- (a) **Compliance with Laws.** During the Term of this Agreement, Client shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances and rules relating to its business in general and the provision of special education services in particular.
- (b) **Authority.** Client represents and warrants that the individual executing this Agreement on behalf of Client has the proper authority to execute this Agreement on behalf of Client and that upon execution of this Agreement by Client, this Agreement shall be binding and enforceable on Client in accordance with its terms.

### 5. **ADDITIONAL RESPONSIBILITIES OF GPS**

- (a) **Qualifications, Credentials, Licenses.** All GPS Personnel will be qualified in all material respects to provide the Services they provide on behalf of GPS hereunder. All personnel provided by GPS under this Agreement may hold a state appropriate certification or license appropriate for providing the requested Service. GPS shall provide Client with a packet of all GPS personnel credentials that will serve students enrolled in the Program. GPS will use good faith efforts to notify Client within 10 business days of any change of GPS personnel that are providing services directly to students under this Agreement, provided that Client acknowledges that in certain circumstances a change in GPS Personnel may occur without prior notice from GPS to Client. An officer of GPS shall certify to Client the GPS Personnel providing instruction hereunder are trained and accept responsibility as mandated child abuse reporters pursuant to Michigan law, which certification shall accompany the list described in Section 6(a).

## HR and Staffing Services

- (b) **Compliance with Laws.** During the term of this Agreement, GPS shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances and rules relating to the provision of special education services.

6. **COMPENSATION, TIMEKEEPING, AND METHOD OF PAYMENT** In consideration for the GPS Services contained herein, Client shall compensate GPS as follows:

a. **For services from July 1, 2022 (or at the time of first hiring) through June 30, 2023:**

**The pricing structure for GPS Solutions HR Staffing services is 3% of gross wages. HR Oversight/Director will be billed at \$85 per hour. The Board will be made aware of any additional hours relating to requests from leadership, projects, additional training for employees, etc. Any additional hours will be included in monthly invoices with detail.**

7. **INDEMNIFICATION**

- (a) **Indemnification by GPS.** GPS shall defend, indemnify and hold harmless Client and its officers, directors, agents and employees from all liabilities and claims for damages for death, illness or injury to persons or damage to property (including without limitation, consequential damages) arising from the fulfillment of GPS' obligations hereunder and resulting from the negligence or willful misconduct of GPS or its agents, employees or subcontractors.
- (b) **Indemnification by Client.** Client shall defend, indemnify and hold harmless GPS and its offices, directors, agents and employees from all liabilities and claims for death, illness, or injury arising to persons or damage to property (including without limitation, consequential damages) arising from Client's operation of its business and resulting from the negligence or willful misconduct of Client or its agents, employees or subcontractors (other than GPS), or from Client's failure to perform its obligations under this Agreement.
- (c) **Investigations.** Without in any way limiting the foregoing, each party shall bear responsibility for receiving, replying to, and/or complying with any audit exceptions or compliance investigations made by any state or federal agencies that are the result of acts, omissions or conduct of such party or its respective employees or agents. In the event GPS is given less than one (1) weeks' notice, GPS will be held harmless for any penalties, financial or otherwise.
- (d) **Survival.** These provisions shall expressly survive the expiration or termination for any reason of this Agreement.

8. **TERMINATION**

- (a) **With/without Cause.** Either party may terminate this Agreement, without cause, upon at least 45 business days' prior written notice.
- (b) **Effect of Termination.** Upon expiration or termination for any reason of this Agreement, GPS will, within twenty (20) business days of termination, present a final invoice for all GPS services provided through the effective date of termination, which shall be due and payable in full within twenty (20) calendar days of delivery to Client.
- (c) **Survival.** The obligations of the parties under this Section shall expressly survive the expiration or termination for any reason of this Agreement.
- (d) **Renewal.** This contract will renew annually on July 1.

## **9. INDEPENDENT CONTRACTORS**

The parties hereto acknowledge and agree that the relationship created between GPS and Client as a result of this Agreement is strictly that of independent contractors. Nothing contained herein shall be construed as creating a partnership or joint venture relationship between the parties. Each party hereto shall be responsible for all compensation, salaries, taxes, withholdings, contribution, benefits, and worker's compensation insurance with respect to all personnel employed or contracted by such party. The provisions of this Section shall survive the expiration or termination for any reason of this Agreement.

## **10. NO HIRE AGREEMENT**

- (a) **No Hiring by GPS.** GPS recognizes that Client's employees are unique and valuable resources of Client who have knowledge of and access to confidential information and trade secrets of Client, and who have been trained by Client, and that the Services to be provided hereunder are feasible only if GPS has access to and interaction with the Client's employees under the terms of this Agreement. Accordingly, GPS agrees that during the term of this Agreement and for a period of twelve (12) months following the expiration or termination of this Agreement for any reason (the "No Hire Period"), GPS shall not, without the advance written consent of Client (which Client may grant or deny in its sole and absolute discretion), hire, employ, or contract with any employees of Client or directly recruit or solicit any employee, or group of employees, of Client to become employed by, or to contract with GPS or any other person or entity. Notwithstanding the foregoing, nothing in this Section 11(a) shall be construed to prevent GPS or an affiliate of GPS from engaging in general recruiting activities such as placing bona fide advertisements or other solicitations of general circulation in ordinary course of business.
- (b) **No Hiring by Client.** Client recognizes that GPS' employees and independent contractors are unique and valuable resources of Client who have knowledge of and access to confidential information and trade secrets of GPS, and who have been trained by GPS, and that the Services to be provided hereunder are feasible only if GPS has access to and interaction with Client and its agents and representatives under the terms of this Agreement. Accordingly, Client agrees that during the No Hire Period, Client or any affiliate of Client who will place staffing with Client shall not, without the advance written consent of GPS (which GPS may grant or deny in its sole and absolute discretion), hire, employ, or contract with any employees of GPS or directly recruit or solicit any employee, or group of employees, or independent contractors of GPS to become

## HR and Staffing Services

employed by, or to contract with Client or any other person or entity. Notwithstanding the foregoing, nothing in this Section 11(b) shall be construed to prevent Client from engaging in general recruiting activities such as placing bona fide advertisements or other solicitations of general circulation in ordinary course.

- (c) **Equitable Relief and Indemnification.** Each party acknowledges that and agrees that due to the unique nature of the GPS Personnel and the employees of Client, respectively, and the competitively valuable nature of the trade secrets and confidential information of the other party to which its employees and contractors have access and knowledge, any breach of a party's obligations under this Section 11 may allow the breaching party or third parties to unfairly compete with the non-breaching party, resulting in irreparable harm to the non-breaching party that cannot be adequately compensated. Therefore, upon the finding by a court of any such breach, the non-breaching party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law. In addition, upon the finding by a court of any breach of any party's obligation under this Section, the non-breaching party shall be entitled to be indemnified by the breaching party from any loss or harm, including without limitation, attorney's fees, in connection with any breach or enforcement of the breaching party's obligations under this Section. Each party will notify the other party in writing immediately upon any breach of this Section of which it is aware.
- (d) **Survival.** The obligations of the parties under this Section shall expressly survive the expiration or termination for any reason of this Agreement.

## 11. **CONFIDENTIALITY**

- (a) **GPS Proprietary Information.** Client acknowledges and agrees that GPS owns all right, title and interest in and to the GPS materials and GPS systems used in the performance of the Services hereunder, including, without limitation, all trade secrets, policies, procedures, know-how, protocols, policies, operating manuals, specifications, software, forms, education materials, financial information, as well as, additions and modification thereto developed and/or used by GPS in the furtherance of GPS operations and in performance of GPS obligations under this Agreement (collectively the "GPS Proprietary Information"). Client shall maintain the confidentiality of all such GPS Proprietary information and shall not divulge such information to any third parties during the term of this Agreement and after its termination except (i) as may be necessary for the discharge of its obligation under this Agreement, and (ii) as required by law. Client shall take reasonable precautions against disclosure of any GPS Proprietary Information to unauthorized persons by any of its officers, directors, employees or agents. Client shall not directly or indirectly, without the express prior written permission of GPS, use the GPS Proprietary Information for any purpose except as provided herein and, upon termination of this Agreement for any reason, Client shall cease all use of any of the GPS Proprietary Information and upon request shall return to GPS all manifestations and copies thereof in Client's possession or control. The Client shall keep and maintain a copy of all local, state or federal mandated special education forms and GPS shall also maintain a copy of same.
- (b) **Client Proprietary Information.** GPS acknowledges and agrees that in the course of performance of its obligations, under this Agreement, GPS will have access to certain information proprietary to Client, which may include but not be limited to trade secrets, policies, procedures, operating manuals, specifications, software, business or strategic plans, budgets,



## HR and Staffing Services

salary information, contractual arrangements or negotiations, financial information, and employee information (collectively the “Client Proprietary Information”). All of such Client Proprietary Information shall be and remain the property of Client at all times, and GPS shall have no right, title or interest therein. GPS shall maintain the confidentiality of all Client Proprietary information and shall not divulge such information to any third parties except (i) as may be necessary for the discharge of its obligation under this Agreement, and (ii) as required by law. GPS shall take reasonable precautions against disclosure of any Client Proprietary Information to unauthorized persons by any of its officers, directors, employees or agents. Upon termination of this Agreement for any reason, GPS shall cease all use of any of the Client Proprietary Information and upon request shall return to Client all manifestations and copies thereof in GPS’s possession or control.

- (c) **Equitable Relief and Indemnification.** Each of the parties acknowledges and agrees that due to the unique nature of its proprietary information there can be no adequate remedy of law for any breach of its obligations hereunder, and that any such breach may allow the breaching party or third parties to unfairly compete with the non-breaching party resulting in irreparable harm to the non-breaching party that cannot be adequately compensated. Therefore, upon the finding by a court of any such breach, the non-breaching party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law and to be indemnified by the breaching party from any loss or harm, including without limitations, attorney’s fees, in connection with the finding by a court of any breach or enforcement of the breaching party’s obligations hereunder of the unauthorized use or release of any such proprietary information. Each party will notify the other party in writing immediately upon the occurrence of any unauthorized release or other breach of which it is aware.
- (d) **Survival.** The obligations of the parties under this Section shall expressly survive the expiration or termination for any reason of this Agreement.

## 12. **MISCELLANEOUS**

- (a) **No Third Party Beneficiaries.** The parties intend that the benefits of this Agreement shall inure only to GPS and Client and not to any third person.
- (b) **Entire Agreement.** This Agreement, together with all appendices constitute the entire agreement between the parties. This Agreement supersedes all other prior agreements or understandings, whether written or oral.
- (c) **Default.** In the event that Client should be in default under the terms of this Agreement, Client shall be responsible for all loss, cost or damages incurred by GPS as a result of such default by Client.
- (d) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. No party may assign this Agreement or the rights, interests or obligations without the written consent of the other party.
- (e) **Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not effect in any way the meaning or interpretation of this Agreement.

**HR and Staffing Services**

- (f) **Notices.** All notices required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed delivered upon registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing:

If to GPS:       **GPS Solutions**  
                          **29777 Telegraph Rd.**  
                          **Suite 2120**  
                          **Southfield, MI 48034**

Attention:

**Christopher Plum**  
**Phone: (248) 849-0730**  
**Mobile: (313) 282-7618**  
**E-Mail: [c.plum@gpssolutions.us](mailto:c.plum@gpssolutions.us)**

If to Client:     **Muskegon Maritime Academy**

Attention:

**Franklin Fudail**

- (g) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- (h) **Amendment.** This Agreement may be amended at any time by agreement of the parties, provided that any amendment shall be in writing and executed by both parties.
- (i) **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force and effect, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.
- (j) **Additional Terms.** The Parties agree that the additional terms attached hereto as Schedule I are incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the parties have executed and accept this Agreement on the date first above written.

**Muskegon Maritime Academy****GPS Solutions**

By: \_\_\_\_\_ (signature)

By: \_\_\_\_\_ (signature)

\_\_\_\_\_  
(title)\_\_\_\_\_  
(title)\_\_\_\_\_  
(date)\_\_\_\_\_  
(date)



**Schedule 1****Scope of Work**

1. Full-Cycle Staffing
2. Onboarding
  - a. Benefits Administration
  - b. Fingerprinting
  - c. Selected Training

**Project Domains****I. Full-Cycle Staffing**

- Discuss hiring needs and job descriptions with board and/or hiring manager
- Post job ads on various job portals such as:
  - Indeed
  - Handshake
  - College Job Boards
  - LinkedIn
  - MISTAFF
  - ZipRecruiter
- Source and phone screen candidates. Our HR team will source candidates through various job portals and conduct phone screenings to identify qualified candidates
  - GPS Solutions will ensure employees are certified in their respective positions according to MDE requirements and hired under the guidelines of The Fair Labor Standards Act.
  - GPS Solutions follows the Michigan Department of Education leader, teacher, and aide certification requirements.
  - All employees with 60 credits or more are provided substitute permits through the Michigan Department of Education.

## HR and Staffing Services

- Conduct high-level in-depth interviews which may be done virtually and/or in-person.
- Candidates who pass the phone screening process will be sent the Outmatch Assessment to identify core competencies they possess, strengths, weaknesses, etc.
- Provide the board and/or hiring manager with screening and interview assessment notes + feedback/Outmatch scores
- Candidate(s) for hire will be selected after consulting with the board/hiring manager.
- Offer letter + employment packet will be sent out with all required new hire and/or returning hire documentation.
- The MMA Board is updated on staffing when there are vacancies. The MMA Board is invited to participate in the hiring process. Updates on the status of staffing are indicated in the weekly reports, at the board meetings, and in collaboration with the level 5 administrator. GPS Solutions will consult with the MMA board during the hiring process, however the final decisions on hiring/termination remain with GPS Solutions.

## II. Onboarding

### **Benefits**

#### **Medical Insurance**

#### **Voluntary Dental and Vision Coverage**

#### **Basic Life & AD&D Insurance**

#### **Long-Term Disability Coverage**

#### **SIMPLE IRA PLAN**

#### **Paid Time Off (PTO)**

#### **Voluntary Short-Term Disability Coverage**

#### **Voluntary Life & AD&D Insurance**

### **Criminal Background Checks**

#### **Employees**

#### **Volunteers**

#### **Unprofessional Conduct:**

### **Training**

GPS Solutions will provide Title IX/Sexual Harassment and Restorative Practices

### **Cost Structure**

- a. **The pricing structure for GPS Solutions services is 3% of gross wages.**
- b. **The pricing structure for GPS Solutions HR Staffing services is 3% of gross wages. *HR Oversight/Director will be billed at \$85 per hour for work requests outside of the scope of this contract. The Board will be made aware monthly of any additional hours relating to requests from leadership, projects, additional training for employees, etc. Any additional hours will be included in monthly invoices with detail.***

<b>Reimbursements</b>	<b>2022/2023 Rates</b>
Michigan Unemployment Tax	2.7% on first \$9,500 of wages
Employer Portion Social Security (FICA)	6.2%
Employer Portion Medicare	1.45%
Federal Unemployment Tax	6% on first \$7,000 of wages
<b>Reimbursements</b>	<b>2022/2023 Rates</b>
	<b>These are workers compensation insurance reimbursements</b>
8886- School Employees	0.31%
8810- Clerical Office Employees	0.13%
9015- Janitorial/Custodial Care	3.04%
9058- Food Service	0.98%
7380- Drivers	4.64%

**CONSULTING AND SERVICES AGREEMENT**

**This Consulting and Services Agreement (“Agreement”) is entered onto the Commencement Date set forth in Section 1 below, by and between GPS Solutions, LLC (“GPS”), and Muskegon Maritime Academy (“Client”) with reference to the following:**

**RECITALS**

- A. GPS engages in the business of providing education and consulting services to nonprofit and for-profit education and social service agencies.
- B. Client is a Michigan public school academy that offers educational programs to students in Michigan.
- C. Client wishes to engage GPS to provide Consulting Services, and GPS wishes to provide such services, all in the terms set forth below.

**AGREEMENT**

In consideration of the promises and covenants contained herein, the parties agree as follows:

**1. COMMENCEMENT DATE AND TERM**

This agreement shall commence July 1, 2022 (“the Commencement Date”) and shall continue until June 30, 2023.

**2. SERVICES TO BE PROVIDED BY GPS**

During the Term of this Agreement, GPS shall provide the services set forth on Schedule 1 attached hereto (the "Services Schedule") in connection with the Program to students assigned by the Client to the Program and GPS shall provide personnel, (the GPS Personnel), as may be reasonably necessary to provide the Services. The final determination as to what GPS Personnel provide the Services to the Client shall be in the sole discretion of GPS. Client acknowledges that GPS Personnel may change from time to time based on those GPS Personnel providing services to GPS from time to time, due to sickness or illness of GPS Personnel or other reasons. Any requests for changes to contract, or services outside of those outlined in Schedule 1 by Client will be given consideration, and if reasonable both in timeframe and compensation, a written amendment will be added to this agreement and signed by authorized representatives by both parties.

### 3. **RECORDS**

GPS agrees that all documents and records kept and maintained by GPS in the course of providing the services contracted in accordance within Schedule 1 of this agreement and during the Term of this Agreement shall be the property of Client, provided that as set forth below, GPS shall have the right to inspect, copy and maintain a copy of all such files, documents and records. GPS agrees that upon expiration or termination of this Agreement for any reason, GPS shall deliver any Client property retained by GPS. GPS shall not disclose pupil records to any unauthorized person or entity without the consent required by the Family Education and Privacy Act (20 U.S.C. § 1232g) and any other applicable laws, unless the disclosure is otherwise permitted by law.

Furthermore, GPS will only provide record keeping and reporting for those services which are set forth in Schedule 1 of this Agreement.

### 4. **RESPONSIBILITIES OF CLIENT**

- (a) **Compliance with Laws.** During the Term of this Agreement, Client shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances and rules relating to its business in general and the provision of special education services in particular.
- (b) **Authority.** Client represents and warrants that the individual executing this Agreement on behalf of Client has the proper authority to execute this Agreement on behalf of Client and that upon execution of this Agreement by Client, this Agreement shall be binding and enforceable on Client in accordance with its terms.

### 5. **ADDITIONAL RESPONSIBILITIES OF GPS**

- (a) **Qualifications, Credentials, Licenses.** All GPS Personnel will be qualified in all material respects to provide the Services they provide on behalf of GPS hereunder. All personnel provided by GPS under this Agreement may hold a state appropriate certification or license appropriate for providing the requested Service. GPS shall provide Client with a packet of all GPS personnel credentials that will serve students enrolled in the Program. GPS will use good faith efforts to notify Client within 10 business days of any change of GPS personnel that are providing services directly to students under this Agreement, provided that Client acknowledges that in certain circumstances a change in GPS Personnel may occur without prior notice from GPS to Client. An officer of GPS shall certify to Client the GPS Personnel providing instruction hereunder are trained and accept responsibility as mandated child abuse reporters pursuant to Michigan law, which certification shall accompany the list described in Section 6(a).

- (b) **Compliance with Laws.** During the term of this Agreement, GPS shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances and rules relating to the provision of special education services.

6. **COMPENSATION, TIMEKEEPING, AND METHOD OF PAYMENT** In consideration for the GPS Services contained herein, Client shall compensate GPS as follows:

**For services from July 1, 2022 through June 30, 2023:** Compensation will be billed and divided equally over 11 invoices in the amount of \$5,454.55. The First payment is due on inception of the agreement with 10 remaining bills invoiced starting July 31, 2022. The final invoice will be sent June 30, 2023. Payment for invoices is on a NET 30 basis. If paid after the 30 days, a 2% fee every 30 days will be charged on each invoice.

7. **INDEMNIFICATION**

- (a) **Indemnification by GPS.** GPS shall defend, indemnify and hold harmless Client and its officers, directors, agents and employees from all liabilities and claims for damages for death, illness or injury to persons or damage to property (including without limitation, consequential damages) arising from the fulfillment of GPS' obligations hereunder and resulting from the negligence or willful misconduct of GPS or its agents, employees or subcontractors.
- (b) **Indemnification by Client.** Client shall defend, indemnify and hold harmless GPS and its offices, directors, agents and employees from all liabilities and claims for death, illness, or injury arising to persons or damage to property (including without limitation, consequential damages) arising from Client's operation of its business and resulting from the negligence or willful misconduct of Client or its agents, employees or subcontractors (other than GPS), or from Client's failure to perform its obligations under this Agreement.
- (c) **Investigations.** Without in any way limiting the foregoing, each party shall bear responsibility for receiving, replying to, and/or complying with any audit exceptions or compliance investigations made by any state or federal agencies that are the result of acts, omissions or conduct of such party or its respective employees or agents. In the event GPS is given less than one (1) weeks' notice, GPS will be held harmless for any penalties, financial or otherwise.
- (d) **Survival.** These provisions shall expressly survive the expiration or termination for any reason of this Agreement.

8. **TERMINATION**

- (a) **With/without Cause.** Either party may terminate this Agreement, without cause, upon at least 45 business days' prior written notice.

Pupil Accounting/Compliance Services

- (b) **Effect of Termination.** Upon expiration or termination for any reason of this Agreement, GPS will, within twenty (20) business days of termination, present a final invoice for all GPS services provided through the effective date of termination, which shall be due and payable in full within twenty (20) calendar days of delivery to Client.
- (c) **Survival.** The obligations of the parties under this Section shall expressly survive the expiration or termination for any reason of this Agreement.
- (d) **Renewal.** This contract will renew annually on July 1.

**9. INDEPENDENT CONTRACTORS**

The parties hereto acknowledge and agree that the relationship created between GPS and Client as a result of this Agreement is strictly that of independent contractors. Nothing contained herein shall be construed as creating a partnership or joint venture relationship between the parties. Each party hereto shall be responsible for all compensation, salaries, taxes, withholdings, contribution, benefits, and worker's compensation insurance with respect to all personnel employed or contracted by such party. The provisions of this Section shall survive the expiration or termination for any reason of this Agreement.

**10. NO HIRE AGREEMENT**

- (a) **No Hiring by GPS.** GPS recognizes that Client's employees are unique and valuable resources of Client who have knowledge of and access to confidential information and trade secrets of Client, and who have been trained by Client, and that the Services to be provided hereunder are feasible only if GPS has access to and interaction with the Client's employees under the terms of this Agreement. Accordingly, GPS agrees that during the term of this Agreement and for a period of twelve (12) months following the expiration or termination of this Agreement for any reason (the "No Hire Period"), GPS shall not, without the advance written consent of Client (which Client may grant or deny in its sole and absolute discretion), hire, employ, or contract with any employees of Client or directly recruit or solicit any employee, or group of employees, of Client to become employed by, or to contract with GPS or any other person or entity. Notwithstanding the foregoing, nothing in this Section 11(a) shall be construed to prevent GPS or an affiliate of GPS from engaging in general recruiting activities such as placing bona fide advertisements or other solicitations of general circulation in ordinary course of business.
- (b) **No Hiring by Client.** Client recognizes that GPS' employees and independent contractors are unique and valuable resources of Client who have knowledge of and access to confidential information and trade secrets of GPS, and who have been trained by GPS, and that the Services to be provided hereunder are feasible only if GPS has access to and interaction with Client and its agents and representatives under the terms of this Agreement. Accordingly, Client agrees that during the No Hire Period, Client or any affiliate of Client who will place staffing with Client shall not, without the advance written consent of GPS (which GPS may grant or deny in its sole and absolute discretion), hire, employ, or contract with any employees of GPS or directly recruit or solicit any employee, or group of employees, or independent contractors of GPS to become employed by, or to contract with Client or any other person or entity. Notwithstanding the foregoing, nothing in this Section 11(b) shall be construed to prevent Client from engaging in



general recruiting activities such as placing bona fide advertisements or other solicitations of general circulation in ordinary course.

- (c) **Equitable Relief and Indemnification.** Each party acknowledges that and agrees that due to the unique nature of the GPS Personnel and the employees of Client, respectively, and the competitively valuable nature of the trade secrets and confidential information of the other party to which its employees and contractors have access and knowledge, any breach of a party's obligations under this Section 11 may allow the breaching party or third parties to unfairly compete with the non-breaching party, resulting in irreparable harm to the non-breaching party that cannot be adequately compensated. Therefore, upon the finding by a court of any such breach, the non-breaching party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law. In addition, upon the finding by a court of any breach of any party's obligation under this Section, the non-breaching party shall be entitled to be indemnified by the breaching party from any loss or harm, including without limitation, attorney's fees, in connection with any breach or enforcement of the breaching party's obligations under this Section. Each party will notify the other party in writing immediately upon any breach of this Section of which it is aware.
- (d) **Survival.** The obligations of the parties under this Section shall expressly survive the expiration or termination for any reason of this Agreement.

## **11. CONFIDENTIALITY**

- (a) **GPS Proprietary Information.** Client acknowledges and agrees that GPS owns all right, title and interest in and to the GPS materials and GPS systems used in the performance of the Services hereunder, including, without limitation, all trade secrets, policies, procedures, know-how, protocols, policies, operating manuals, specifications, software, forms, education materials, financial information, as well as, additions and modification thereto developed and/or used by GPS in the furtherance of GPS operations and in performance of GPS obligations under this Agreement (collectively the "GPS Proprietary Information"). Client shall maintain the confidentiality of all such GPS Proprietary information and shall not divulge such information to any third parties during the term of this Agreement and after its termination except (i) as may be necessary for the discharge of its obligation under this Agreement, and (ii) as required by law. Client shall take reasonable precautions against disclosure of any GPS Proprietary Information to unauthorized persons by any of its officers, directors, employees or agents. Client shall not directly or indirectly, without the express prior written permission of GPS, use the GPS Proprietary Information for any purpose except as provided herein and, upon termination of this Agreement for any reason, Client shall cease all use of any of the GPS Proprietary Information and upon request shall return to GPS all manifestations and copies thereof in Client's possession or control. The Client shall keep and maintain a copy of all local, state or federal mandated special education forms and GPS shall also maintain a copy of same.
- (b) **Client Proprietary Information.** GPS acknowledges and agrees that in the course of performance of its obligations, under this Agreement, GPS will have access to certain information proprietary to Client, which may include but not be limited to trade secrets, policies, procedures, operating manuals, specifications, software, business or strategic plans, budgets, salary information, contractual arrangements or negotiations, financial information, and employee information (collectively the "Client Proprietary Information"). All of such Client



#### Pupil Accounting/Compliance Services

Proprietary Information shall be and remain the property of Client at all times, and GPS shall have no right, title or interest therein. GPS shall maintain the confidentiality of all Client Proprietary information and shall not divulge such information to any third parties except (i) as may be necessary for the discharge of its obligation under this Agreement, and (ii) as required by law. GPS shall take reasonable precautions against disclosure of any Client Proprietary Information to unauthorized persons by any of its officers, directors, employees or agents. Upon termination of this Agreement for any reason, GPS shall cease all use of any of the Client Proprietary Information and upon request shall return to Client all manifestations and copies thereof in GPS's possession or control.

- (c) **Equitable Relief and Indemnification.** Each of the parties acknowledges and agrees that due to the unique nature of its proprietary information there can be no adequate remedy of law for any breach of its obligations hereunder, and that any such breach may allow the breaching party or third parties to unfairly compete with the non-breaching party resulting in irreparable harm to the non-breaching party that cannot be adequately compensated. Therefore, upon the finding by a court of any such breach, the non-breaching party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law and to be indemnified by the breaching party from any loss or harm, including without limitations, attorney's fees, in connection with the finding by a court of any breach or enforcement of the breaching party's obligations hereunder of the unauthorized use or release of any such proprietary information. Each party will notify the other party in writing immediately upon the occurrence of any unauthorized release or other breach of which it is aware.
- (d) **Survival.** The obligations of the parties under this Section shall expressly survive the expiration or termination for any reason of this Agreement.

## 12. **MISCELLANEOUS**

- (a) **No Third Party Beneficiaries.** The parties intend that the benefits of this Agreement shall inure only to GPS and Client and not to any third person.
- (b) **Entire Agreement.** This Agreement, together with all appendices constitute the entire agreement between the parties. This Agreement supersedes all other prior agreements or understandings, whether written or oral.
- (c) **Default.** In the event that Client should be in default under the terms of this Agreement, Client shall be responsible for all loss, cost or damages incurred by GPS as a result of such default by Client.
- (d) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. No party may assign this Agreement of the rights, interests or obligations without the written consent of the other party.
- (e) **Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not effect in any way the meaning or interpretation of this Agreement.
- (f) **Notices.** All notices required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed delivered upon registered or certified mail, postage



Pupil Accounting/Compliance Services

prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing:

If to GPS:       **GPS Solutions**  
                          **29777 Telegraph Rd.**  
                          **Suite 2120**  
                          **Southfield, MI 48034**

Attention:

**Christopher Plum**  
                          **Phone: (248) 849-0730**  
                          **Mobile: (313) 282-7618**  
                          **E-Mail: [c.plum@gpssolutions.us](mailto:c.plum@gpssolutions.us)**

If to Client:     **Muskegon Maritime Academy**

Attention:

**Franklin Fudail**

- (g) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- (h) **Amendment.** This Agreement may be amended at any time by agreement of the parties, provided that any amendment shall be in writing and executed by both parties.
- (i) **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force and effect, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.
- (j) **Additional Terms.** The Parties agree that the additional terms attached hereto as Schedule I are incorporated herein and made a part hereof.



Pupil Accounting/Compliance Services

IN WITNESS WHEREOF, the parties have executed and accept this Agreement on the date first above written.

Muskegon Maritime Academy

By: Froult P. May Jr. (signature)

Board Chairman (title)

6/29/2022 (date)

GPS Solutions

By: C. P. H. (signature)

CEO (title)

6/29/2022 (date)

## **Schedule 1**

### **Scope of Work**

1. Pupil Accounting/MiStar Database Administration
2. Compliance-
  - a. Authorizer compliance calendar monitoring and submissions
  - b. Student information system submissions

### **Project Domains**

#### **Pupil Accounting**

- Support the setup of the building/districts pupil accounting system (MiStar Recommended)
- Support the training of building-level admin assistants
- Submission of all pupil count reporting for the fall, supplemental and end of year requirements, including audit preparation. Reports include the following:
  - MSDS fall, supplemental and EOY reports
  - TSDL EOY report
  - SID EOY Report
  - GAD Report v. SRM Collections
  - Direct Certifications for Food Service
  - Early Childhood Collections
  - 25e Data Submission from day after fall count until day before supplemental count
- Monitoring academy SIS to ensure all data entry is compliant/sufficient for completion of CEPI/MSDS reports
- MCIR submissions - Immunizations MiStar Database Administrator
- Update, and maintain district database
- Train teachers and staff to use any modules identified by administration Compliance Responsible for ensuring all student data-related reports are submitted to the proper agencies by their stated deadlines including CEPI/MSDS and school-related submissions to Epicenter for authorizer compliance

#### **Compliance**

- Level 5 Leadership oversight and submissions
- Responsible for ensuring all student data-related reports are submitted to the proper agencies by their stated deadlines including CEPI/MSDS and school-related submissions to Epicenter for authorizer compliance
- Responsible for monitoring all annual/monthly building/district-wide compliance calendar requirements, and, in concert with the School Leader, communicating due dates to appropriate parties
- Support building/district leadership with compliance requirement completion
- Responsible for timely submission of all authorizer compliance items into Epicenter- monthly, or on demand as appropriate

- Report Epicenter compliance dashboard to the Board monthly

### **Cost Structure**

Work will require an average of 15 hours per week (primarily remote work) and will begin the week of July 1. Work will conclude on June 30, 2023	<b>Average of 15HRs per week for appx. 50 weeks</b>  <b>\$60,000</b>
Travel and materials	<b>Included</b>
	<b>Total <u>\$60,000</u></b>

**CONSULTING AND SERVICES AGREEMENT**

**This Consulting and Services Agreement (“Agreement”) is entered onto the Commencement Date set forth in Section 1 below, by and between GPS Solutions, LLC (“GPS”), and Muskegon Maritime Academy (“Client”) with reference to the following:**

**RECITALS**

- A. GPS engages in the business of providing education and consulting services to nonprofit and for-profit education and social service agencies.
- B. Client is a Michigan public school academy that offers educational programs to students in Michigan.
- C. Client wishes to engage GPS to provide Consulting Services, and GPS wishes to provide such services, all in the terms set forth below.

**AGREEMENT**

In consideration of the promises and covenants contained herein, the parties agree as follows:

**1. COMMENCEMENT DATE AND TERM**

This agreement shall commence September 1, 2022 (or at the time of first hiring) (“the Commencement Date”) and shall continue until June 30, 2023.

**2. SERVICES TO BE PROVIDED BY GPS**

During the Term of this Agreement, GPS shall provide the services set forth on Schedule 1 attached hereto (the "Services Schedule") in connection with the Program to students assigned by the Client to the Program and GPS shall provide personnel, (the GPS Personnel), as may be reasonably necessary to provide the Services. The final determination as to what GPS Personnel provide the Services to the Client shall be in the sole discretion of GPS. Client acknowledges that GPS Personnel may change from time to time based on those GPS Personnel providing services to GPS from time to time, due to sickness or illness of GPS Personnel or other reasons. Any requests for changes to contract, or services outside of those outlined in Schedule 1 by Client will be given consideration, and if reasonable both in timeframe and compensation, a written amendment will be added to this agreement and signed by authorized representatives by both parties.

### 3. **RECORDS**

GPS agrees that all documents and records kept and maintained by GPS in the course of providing the services contracted in accordance within Schedule 1 of this agreement and during the Term of this Agreement shall be the property of Client, provided that as set forth below, GPS shall have the right to inspect, copy and maintain a copy of all such files, documents and records. GPS agrees that upon expiration or termination of this Agreement for any reason, GPS shall deliver any Client property retained by GPS. GPS shall not disclose pupil records to any unauthorized person or entity without the consent required by the Family Education and Privacy Act (20 U.S.C. § 1232g) and any other applicable laws, unless the disclosure is otherwise permitted by law.

Furthermore, GPS will only provide record keeping and reporting for those services which are set forth in Schedule 1 of this Agreement.

### 4. **RESPONSIBILITIES OF CLIENT**

- (a) **Compliance with Laws.** During the Term of this Agreement, Client shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances and rules relating to its business in general and the provision of special education services in particular.
- (b) **Authority.** Client represents and warrants that the individual executing this Agreement on behalf of Client has the proper authority to execute this Agreement on behalf of Client and that upon execution of this Agreement by Client, this Agreement shall be binding and enforceable on Client in accordance with its terms.

### 5. **ADDITIONAL RESPONSIBILITIES OF GPS**

- (a) **Qualifications, Credentials, Licenses.** All GPS Personnel will be qualified in all material respects to provide the Services they provide on behalf of GPS hereunder. All personnel provided by GPS under this Agreement may hold a state appropriate certification or license appropriate for providing the requested Service. GPS shall provide Client with a packet of all GPS personnel credentials that will serve students enrolled in the Program. GPS will use good faith efforts to notify Client within 10 business days of any change of GPS personnel that are providing services directly to students under this Agreement, provided that Client acknowledges that in certain circumstances a change in GPS Personnel may occur without prior notice from GPS to Client. An officer of GPS shall certify to Client the GPS Personnel providing instruction hereunder are trained and accept responsibility as mandated child abuse reporters pursuant to Michigan law, which certification shall accompany the list described in Section 6(a).

## Finance Services

- (b) **Compliance with Laws.** During the term of this Agreement, GPS shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances and rules relating to the provision of special education services.

6. **COMPENSATION, TIMEKEEPING, AND METHOD OF PAYMENT** In consideration for the GPS Services contained herein, Client shall compensate GPS as follows:

- a. **For services from September 1, 2022 through June 30, 2023:** Compensation will be billed and divided equally over 11 invoices in the amount of **\$2,727.27**. The First payment is due on inception of the agreement with 10 remaining bills invoiced starting July 31, 2022. The final invoice will be sent June 30, 2023. Payment for invoices is on a NET 30 basis. If paid after the 30 days, a 2% fee every 30 days will be charged on each invoice.

## 7. **INDEMNIFICATION**

- (a) **Indemnification by GPS.** GPS shall defend, indemnify and hold harmless Client and its officers, directors, agents and employees from all liabilities and claims for damages for death, illness or injury to persons or damage to property (including without limitation, consequential damages) arising from the fulfillment of GPS' obligations hereunder and resulting from the negligence or willful misconduct of GPS or its agents, employees or subcontractors.
- (b) **Indemnification by Client.** Client shall defend, indemnify and hold harmless GPS and its offices, directors, agents and employees from all liabilities and claims for death, illness, or injury arising to persons or damage to property (including without limitation, consequential damages) arising from Client's operation of its business and resulting from the negligence or willful misconduct of Client or its agents, employees or subcontractors (other than GPS), or from Client's failure to perform its obligations under this Agreement.
- (c) **Investigations.** Without in any way limiting the foregoing, each party shall bear responsibility for receiving, replying to, and/or complying with any audit exceptions or compliance investigations made by any state or federal agencies that are the result of acts, omissions or conduct of such party or its respective employees or agents. In the event GPS is given less than one (1) weeks' notice, GPS will be held harmless for any penalties, financial or otherwise.
- (d) **Survival.** These provisions shall expressly survive the expiration or termination for any reason of this Agreement.

## 8. **TERMINATION**

- (a) **With/without Cause.** Either party may terminate this Agreement, without cause, upon at least 45 business days' prior written notice.



## Finance Services

- (b) **Effect of Termination.** Upon expiration or termination for any reason of this Agreement, GPS will, within twenty (20) business days of termination, present a final invoice for all GPS services provided through the effective date of termination, which shall be due and payable in full within twenty (20) calendar days of delivery to Client.
- (c) **Survival.** The obligations of the parties under this Section shall expressly survive the expiration or termination for any reason of this Agreement.
- (d) **Renewal.** This contract will renew annually on July 1.

## 9. **INDEPENDENT CONTRACTORS**

The parties hereto acknowledge and agree that the relationship created between GPS and Client as a result of this Agreement is strictly that of independent contractors. Nothing contained herein shall be construed as creating a partnership or joint venture relationship between the parties. Each party hereto shall be responsible for all compensation, salaries, taxes, withholdings, contribution, benefits, and worker's compensation insurance with respect to all personnel employed or contracted by such party. The provisions of this Section shall survive the expiration or termination for any reason of this Agreement.

## 10. **NO HIRE AGREEMENT**

- (a) **No Hiring by GPS.** GPS recognizes that Client's employees are unique and valuable resources of Client who have knowledge of and access to confidential information and trade secrets of Client, and who have been trained by Client, and that the Services to be provided hereunder are feasible only if GPS has access to and interaction with the Client's employees under the terms of this Agreement. Accordingly, GPS agrees that during the term of this Agreement and for a period of twelve (12) months following the expiration or termination of this Agreement for any reason (the "No Hire Period"), GPS shall not, without the advance written consent of Client (which Client may grant or deny in its sole and absolute discretion), hire, employ, or contract with any employees of Client or directly recruit or solicit any employee, or group of employees, of Client to become employed by, or to contract with GPS or any other person or entity. Notwithstanding the foregoing, nothing in this Section 11(a) shall be construed to prevent GPS or an affiliate of GPS from engaging in general recruiting activities such as placing bona fide advertisements or other solicitations of general circulation in ordinary course of business.
- (b) **No Hiring by Client.** Client recognizes that GPS' employees and independent contractors are unique and valuable resources of Client who have knowledge of and access to confidential information and trade secrets of GPS, and who have been trained by GPS, and that the Services to be provided hereunder are feasible only if GPS has access to and interaction with Client and its agents and representatives under the terms of this Agreement. Accordingly, Client agrees that during the No Hire Period, Client or any affiliate of Client who will place staffing with Client shall not, without the advance written consent of GPS (which GPS may grant or deny in its sole and absolute discretion), hire, employ, or contract with any employees of GPS or directly recruit or solicit any employee, or group of employees, or independent contractors of GPS to become employed by, or to contract with Client or any other person or entity. Notwithstanding the foregoing, nothing in this Section 11(b) shall be construed to prevent Client from engaging in general recruiting activities such as placing bona fide advertisements or other solicitations of general circulation in ordinary course.

- (c) **Equitable Relief and Indemnification.** Each party acknowledges that and agrees that due to the unique nature of the GPS Personnel and the employees of Client, respectively, and the competitively valuable nature of the trade secrets and confidential information of the other party to which its employees and contractors have access and knowledge, any breach of a party's obligations under this Section 11 may allow the breaching party or third parties to unfairly compete with the non-breaching party, resulting in irreparable harm to the non-breaching party that cannot be adequately compensated. Therefore, upon the finding by a court of any such breach, the non-breaching party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law. In addition, upon the finding by a court of any breach of any party's obligation under this Section, the non-breaching party shall be entitled to be indemnified by the breaching party from any loss or harm, including without limitation, attorney's fees, in connection with any breach or enforcement of the breaching party's obligations under this Section. Each party will notify the other party in writing immediately upon any breach of this Section of which it is aware.
- (d) **Survival.** The obligations of the parties under this Section shall expressly survive the expiration or termination for any reason of this Agreement.

## **11. CONFIDENTIALITY**

- (a) **GPS Proprietary Information.** Client acknowledges and agrees that GPS owns all right, title and interest in and to the GPS materials and GPS systems used in the performance of the Services hereunder, including, without limitation, all trade secrets, policies, procedures, know-how, protocols, policies, operating manuals, specifications, software, forms, education materials, financial information, as well as, additions and modification thereto developed and/or used by GPS in the furtherance of GPS operations and in performance of GPS obligations under this Agreement (collectively the "GPS Proprietary Information"). Client shall maintain the confidentiality of all such GPS Proprietary information and shall not divulge such information to any third parties during the term of this Agreement and after its termination except (i) as may be necessary for the discharge of its obligation under this Agreement, and (ii) as required by law. Client shall take reasonable precautions against disclosure of any GPS Proprietary Information to unauthorized persons by any of its officers, directors, employees or agents. Client shall not directly or indirectly, without the express prior written permission of GPS, use the GPS Proprietary Information for any purpose except as provided herein and, upon termination of this Agreement for any reason, Client shall cease all use of any of the GPS Proprietary Information and upon request shall return to GPS all manifestations and copies thereof in Client's possession or control. The Client shall keep and maintain a copy of all local, state or federal mandated special education forms and GPS shall also maintain a copy of same.
- (b) **Client Proprietary Information.** GPS acknowledges and agrees that in the course of performance of its obligations, under this Agreement, GPS will have access to certain information proprietary to Client, which may include but not be limited to trade secrets, policies, procedures, operating manuals, specifications, software, business or strategic plans, budgets, salary information, contractual arrangements or negotiations, financial information, and employee information (collectively the "Client Proprietary Information"). All of such Client Proprietary Information shall be and remain the property of Client at all times, and GPS shall have no right, title or interest therein. GPS shall maintain the confidentiality of all Client Proprietary information and shall not divulge such information to any third parties except (i) as

## Finance Services

may be necessary for the discharge of its obligation under this Agreement, and (ii) as required by law. GPS shall take reasonable precautions against disclosure of any Client Proprietary Information to unauthorized persons by any of its officers, directors, employees or agents. Upon termination of this Agreement for any reason, GPS shall cease all use of any of the Client Proprietary Information and upon request shall return to Client all manifestations and copies thereof in GPS's possession or control.

- (c) **Equitable Relief and Indemnification.** Each of the parties acknowledges and agrees that due to the unique nature of its proprietary information there can be no adequate remedy of law for any breach of its obligations hereunder, and that any such breach may allow the breaching party or third parties to unfairly compete with the non-breaching party resulting in irreparable harm to the non-breaching party that cannot be adequately compensated. Therefore, upon the finding by a court of any such breach, the non-breaching party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law and to be indemnified by the breaching party from any loss or harm, including without limitations, attorney's fees, in connection with the finding by a court of any breach or enforcement of the breaching party's obligations hereunder of the unauthorized use or release of any such proprietary information. Each party will notify the other party in writing immediately upon the occurrence of any unauthorized release or other breach of which it is aware.
- (d) **Survival.** The obligations of the parties under this Section shall expressly survive the expiration or termination for any reason of this Agreement.

## 12. **MISCELLANEOUS**

- (a) **No Third Party Beneficiaries.** The parties intend that the benefits of this Agreement shall inure only to GPS and Client and not to any third person.
- (b) **Entire Agreement.** This Agreement, together with all appendices constitute the entire agreement between the parties. This Agreement supersedes all other prior agreements or understandings, whether written or oral.
- (c) **Default.** In the event that Client should be in default under the terms of this Agreement, Client shall be responsible for all loss, cost or damages incurred by GPS as a result of such default by Client.
- (d) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. No party may assign this Agreement of the rights, interests or obligations without the written consent of the other party.
- (e) **Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not effect in any way the meaning or interpretation of this Agreement.
- (f) **Notices.** All notices required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed delivered upon registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing:



Finance Services

If to GPS:       **GPS Solutions**  
                          **29777 Telegraph Rd.**  
                          **Suite 2120**  
                          **Southfield, MI 48034**

Attention:

**Christopher Plum**  
                          **Phone: (248) 849-0730**  
                          **Mobile: (313) 282-7618**  
                          **E-Mail: [c.plum@gpssolutions.us](mailto:c.plum@gpssolutions.us)**

If to Client:       **Muskegon Maritime Academy**

Attention:

**Franklin Fudail**

- (g) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- (h) **Amendment.** This Agreement may be amended at any time by agreement of the parties, provided that any amendment shall be in writing and executed by both parties.
- (i) **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force and effect, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.
- (j) **Additional Terms.** The Parties agree that the additional terms attached hereto as Schedule I are incorporated herein and made a part hereof.



Finance Services

IN WITNESS WHEREOF, the parties have executed and accept this Agreement on the date first above written.

Muskegon Maritime Academy

By: Tyone Rude Sr. (signature)

Treasurer (title)

June 30th 2022 (date)

GPS Solutions

By: [Signature] (signature)

CEO (title)

6/29/2022 (date)

## **Schedule 1**

### **Scope of Work**

- Coordinate application for 2022-2023 State Aid Note financing with the Academy, Attorney and Lending Institutions. Also includes time to prepare attorney needed items. If deemed necessary.
- Budget evaluation via monthly and quarterly board reports. Amendment processing to be presented as needed and appropriate to the board for approval. Assumed up to two amendments to be completed during the year. The first amendment, If needed, will be prepared after confirmed pupil enrollment numbers are available and a final amendment will be prepared and approved prior to June 30, 2023.
- Provide grant expenditure reports for the draw down of consolidated grant funds from Nexsys. The responsibility for identifying and recording Bookkeeping services that will include accounts payable, check runs on a to be agreed upon schedule, bank reconciliations, revenue calculations, journal entries, and other bookkeeping services done in the regular course of business. This does not include retention of original source documentation. The system is to be mutually devised and agreed upon by GPS Solutions and school personnel. It is assumed that there will be a school or GPS Solutions employee available to perform a function similar to that of a business manager. This business manager will be the liaison between the school and GPS Solutions.

Responsibilities include but are not limited to:

- Creation of purchase orders and procuring of goods / services
- Coding and entering of invoices and other transactions
- Bank deposits • Student, grant, and other operational / financial reporting required by Local, State and Federal oversight agencies
- Fixed asset schedule maintenance. School staff will be responsible for detailed inventory throughout the year to confirm accuracy of the fixed asset schedule.
- Monthly board meeting reports and quarterly in person attendance, if needed. Additional attendance may be available with two weeks advanced notice. For in person attendance additional travel costs may apply.
- Year ended June 30, 2023 audit support and coordination to be completed prior to the Michigan Department of Education filing deadline of November 1, 2023.
- Bank deposits or handling of cash in any manner. Assumed however that you will allow us view access to operating accounts, via electronic means, to accurately record information as needed.
- Payroll duties associated with collection of timecards, verification, and approval of hours worked by employees. Assumed that all documentation in regard to federal time keeping (PAR's and Certifications) are to be maintained with the human resource provider.
- Preparation and filing of the any grant application or budgets for the same including final expenditure reports required for State and Local funding sources. We are more than able to provide source data for these reports however filing of the same will be maintained at the school level.

### Finance Services

- Filing of operational reports of any kind. (student counts, Special Education, etc.)
- Purchase orders are deemed to originate and processed at the school level. Matching of purchase orders to invoices and packing receipts will also be done at the school.
- Administration of and reporting for food service program
- Enforcement of personnel and operational policies such as but not limited to employee reimbursements.
- Coding of transactions (payroll or other) as this is deemed to be determined by a responsible party at the school level.

### Cost Structure

Service:	Fee:
Financial management support and bookkeeping services in accordance with above task lists for school year ending June 30,2023	\$45,000
1st year Charter School Courtesy Discount	(\$15,000)
<b>TOTAL</b>	<b>\$30,000</b>

**SCHEDULE 8**  
**DESCRIPTION OF PHYSICAL PLANT**

- Certificate of Occupancy for each site at which academy operates;
- Description of each site at which academy operates, as well as grade configuration;
- Lease, if applicable;
- Land contract, if applicable;
- Deed evidencing ownership of property, if applicable;
- If facility or facilities are financed through long term (greater than one year) indebtedness, a brief description of the financing, prepared by the Academy's legal counsel and addressed to the SUPO, and the debt-service schedule evidenced in the financing documents.



## V. Facilities (Schedule 8)

1. ***Facilities are among the most difficult challenges faced by Public School Academy developers. It is important that academy developers prepare thoroughly for facility needs. Address how the facilities meet the program goals/objectives.***

Since the approval of MMA's Phase I Application, the development team has been presented a more appropriate facility opportunity has surfaced. The facility, located at 571 E. Apple Avenue, Muskegon, Michigan, is a 62,343 square foot former elementary school building that was vacated in 2004 as an elementary school, owned and operated by Muskegon Public Schools ("MPS") and used as an alternative school by MPS until 2018. Unlike the formerly identified facility, this facility will eliminate the need to relocate students when MMA's enrollment exceeds building capacity, which was the inevitable scenario at the former site (referenced in the Phase I application). The 38 classrooms and the 4.45 acres offered with the Apple Avenue facility will allow MMA to not only grow into the facility comfortably but utilize the outdoor space for its project-based/STEM experience. In the former building, in the Phase I application, MMA indicated it anticipated dedicating one classroom to its STEM program; this facility will allow us to dedicate more classroom space to our STEM program(s) and designate specific space for implementing our anticipated Sea Cadet Program at the upper-elementary grades.

2. ***If you have identified a site, describe its location (local and Intermediate School District in which the academy will be located), including address, site plan, and floor plan if available (See attached facility detail sheets).***

Indicate:

X whether it is a permanent or temporary site,

***This will be a permanent site.***

X whether the property and/or facility will be purchased or leased and for how long,

***The property will be owned by Shoreline Community Development Corporation, a Michigan Non-Profit Business and leased to the MMA Board of Directors under a negotiated agreement.***

X whether a new facility will be built,

***N/A***

X cost of the land and building,

***Building cost is being negotiated between the existing owner and the Shoreline Community Development Corporation. Both parties understand the need to negotiate costs and terms based on fair market value.***

X owner/landlord of the property if it is being purchased or leased, and

***Shoreline Community Development Corporation (SCDC), a non-profit entity owned by Mr. Franklin Fudail, and MPS have entered into a preliminary purchase agreement (preliminary until the MPS Board of Education votes and accepts the potential purchase. MPS will vote on this issue at its public meeting on Tuesday, 8/17/21). SCDC will then lease the facility to the MMA Board of Directors under negotiated and favorable terms.***

X readiness of building for occupancy (e.g. renovations or construction needed or anticipated).

***There are no major renovation or construction projects needed. The attached inspection reports present minor concerns with minimal costs.***

The address of the new facility is 571 E. Apple Avenue, Muskegon, Michigan. Like the formerly referenced site, this facility, too, will be located within the Muskegon Public School District, physically located 2.7 miles from the Muskegon Heights Public School Academy System.

With the exception of the mechanical inspection, which will be scheduled the month of August, the facility has undergone the appropriate inspections. All reports from those inspections are attached to this application. Any issues/concerns presented will be resolved by SCDC.

**3. *All building sites, before the Public School Academy opens, must have all appropriate inspections and approvals (Licensing & Regulatory Affairs, health & safety codes, etc.) (See tab #14.) Indicate the status of all required components.***

As indicated above, with the exception of the mechanical inspection, the facility has undergone all necessary inspections. The inspection reports are attached for review and reference.

**4. *A copy of the deed of conveyance or lease of the Public School Academy school building will be required at a date to be determined.***

As indicated above, it is expected that the MMA Board will negotiate a lease with the property owner at the appropriate time.

## LEASE AGREEMENT

This Lease & Option Agreement is dated June 30, 2022, between **Shoreline Community Development Corporation**, a Michigan non-profit corporation, of 950 W. Norton Avenue, Suite 300, Muskegon, Michigan, 49441 ("Landlord") and **Muskegon Maritime Academy**, a Michigan non-profit corporation, of 150 W. Jefferson Avenue, Suite 2500, Detroit, Michigan 48226 ("Tenant") with reference to the following facts:

### Background

Landlord is the owner of certain improved property located at 571 E. Apple Avenue, Muskegon, Michigan which Landlord desires to lease. Tenant desires to lease such improved property from Landlord on the terms and conditions set forth in this Lease together with an option to purchase the property.

**THEREFORE, in consideration of the foregoing premises, the rents, mutual covenants, promises and agreements contained in this Lease, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:**

1. **Property.** Landlord leases to Tenant and Tenant leases from Landlord that certain real property and all improvements thereon situated in the City of Muskegon, Muskegon County, Michigan, and more commonly known as 571 E. Apple Avenue, Muskegon, Michigan 49442. The property is legally described on **Exhibit A** (the "Property").
2. **Term.** The "Initial Term" of this Lease shall commence on July 1, 2022 and shall terminate effective June 30, 2023 (the "Initial Term Expiration"), unless sooner terminated as provided in this Lease. Provided that (a) Tenant is not then in Default under this Lease, and (b) this Lease are still in full force and effect, then, unless a Notice of Non-Renewal is sent as provided below, on the Initial Term Expiration (and each anniversary thereof, during the Term of this Lease), this Lease shall be automatically renewed for successive one (1) year terms, upon the same terms and conditions as contained herein. The "Term" of this Lease shall mean the Initial Term and every renewal term entered into by Landlord and Tenant. The term "Upcoming Expiration Date" shall mean the Initial Term Expiration, or if the Initial Term Expiration has occurred, then the upcoming anniversary of the Initial Term Expiration. If either party, in its sole discretion, does not wish for this Lease to automatically renew, then at least 180 days prior to the Upcoming Expiration Date, such party must notify the other party in writing that it does not wish the Term to be renewed (a "Notice of Non-Renewal"). Upon the timely delivery of a Notice of Non-Renewal, this Lease shall terminate on the Upcoming Expiration Date. If either party defaults under \_\_\_\_\_ of the Lease, the Term shall automatically end at the expiration of the then current one-year Term and the Notice of Non-Renewal requirement shall be waived.



### 3. Rent.

- a. **Annual Rent.** Tenant leases said Property for the Term above stated and agrees to pay Landlord annual rent of \$149,243 and     /100 Dollars (\$          ), ("Annual Rent") in 12 equal monthly installments of 12,436.00 and     /100 Dollars (\$          ) (each, a "Monthly Installment") each payable to Landlord or agent as Landlord may specify by written notice to Tenant) in advance on the first day of each calendar month during the Term without prior demand therefore and without deductions or set offs for any reason whatsoever. The term "Lease Year" is defined to mean any twelve-month period from July 1 to June 30 of the following year, during the Term. If the Term ends before the end of a Lease Year, Annual Rent shall be prorated on a daily basis and paid in advance by Tenant on the first day of the last calendar month during the Term. Tenant shall be charged a late fee of One Hundred and No/100 (\$100.00) dollars for any payment that is received three (3) days past due date. Tenant's obligation to pay rent is independent of any covenants of Landlord in this Lease, except as otherwise set forth in this Lease.
- b. **Additional Rent.** Any amounts due from Tenant to Landlord under this Lease, other than Annual Rent, shall constitute "Additional Rent." Additional Rent shall, unless expressly provided to the contrary in this Lease, be payable from Tenant to Landlord on the same terms that Annual Rent is payable, with the next payment of the Monthly Installment coming due hereunder. Annual Rent and Additional Rent may be referred to collectively as "Rent".

### 4. Taxes, Utilities, and Insurance. Tenant shall pay the following items:

- a. **Taxes and Governmental Assessments.** Any and all real and personal property taxes and other governmental assessments against the Property, whether or not such taxes and assessments increase during the term of this Lease;
- b. **Utility and Janitorial Charges.** Any and all utility charges, including gas, water, electricity, sewer and telephone, which may be levied, assessed or imposed upon the Property, and Tenant will provide janitorial services to the Property. Utility services, including without limitation gas, electricity, light, heat, water, sewage and telephone or other communication services, shall be contracted for and paid for by Tenant. Unless due to the gross negligence or willful misconduct of Landlord, Landlord shall not be liable for (i) any failure of water supply or electric current or any service by any utility provider or local government, or (ii) injury to persons, including death, or damage to property resulting from steam, gas, electricity, water, rain or snow which may flow or leak from any part of the Property or from any pipes, appliances or plumbing works from the street or subsurface or from any other place.

Landlord shall have no obligation to provide any services to Tenant or to the Property.

- c. **Insurance.** Tenant shall maintain, during the term of this Lease, adequate hazard insurance policies (broad form coverage), including, without limitation, fire, arson, lightning and extended coverage, and coverage with respect to vandalism and malicious mischief and such other hazards as may be deemed appropriate by Landlord in its sole discretion, for the full replacement cost of the Property or, if not available, the maximum insurable value. Hazard insurance shall name Landlord as an insured. Each such hazard insurance policy shall contain provisions that: (i) the policy cannot be terminated or canceled by any party without a minimum of ten (10) days' written notice to Landlord, and (ii) should loss be caused by or on behalf of Tenant, the insurer shall not be relieved of liability to pay Landlord unless said loss was caused by Landlord. If, as a result of Tenant's use or occupancy of any portion of the Property, Landlord is charged any increase in premiums on insurance separately carried by Landlord, Tenant shall promptly pay on demand the amount of such increase; and

5. **Maintenance, Repairs, Snow Removal and Landscaping.** During the entire term of the Lease, including any extension period, Tenant agrees, at its sole cost and expense, to maintain the entire Property and fixtures in good order, condition and repair at all times (including any replacements thereof if necessary in the event such item or component of the Property or fixture cannot be repaired), including, but not limited to, the interior and exterior, structural and nonstructural components, HVAC, plumbing, electrical systems, and boiler. Tenant shall keep the Property in a clean, sanitary and safe condition at all times, including custodial services. In addition, Tenant shall be responsible for contracting for maintenance of the lawn and landscaping of the Property and for snow and ice removal from the pavement, driveways, walkways and parking lots of the Property.

Landlord shall have the right to enter upon the Property for the purpose of making any repairs thereto and performing any work thereon which may be necessary by reason of Tenant's failure to make any such repairs or perform any such maintenance work as provided herein. Except in case of emergency, the privilege and right of entry shall be exercised at reasonable times and at reasonable hours. Tenant shall pay the cost of any such repairs and maintenance work to Landlord, upon demand therefor and upon submission of satisfactory evidence of Landlord's payment of such costs which sums shall constitute Additional Rent.

6. **Tenant's Liability Insurance.** Landlord shall not be liable for liability or damage claims for injury to persons or property from any cause whatsoever relating to the occupancy of the Property by Tenant, including those arising out of damages or losses occurring in parking lots and other areas adjacent to the Property. Tenant agrees to procure and maintain a comprehensive general liability policy or policies of

insurance, at its own cost and expense, insuring Landlord and Tenant, from all claims, demands, or actions for, injury to, or death of any one person in an amount of not less than \$1,000,000.00, and for injury to, or death of more than one person in any one accident in an amount of not less than \$500,000.00, and for damage to property in an amount of not less than \$250,000.00, made by or on behalf of any person or entity arising from, relating to, or connected with the conduct and operation of any business in the Property. A copy of Tenant's insurance policy will be furnished to Landlord upon Landlord's request. Tenant will indemnify and save harmless Landlord from any and all liability, attorneys' fees, damages, expenses, costs of action, suits, claims, or judgments arising from injuries to person or property on the Property.

7. **Tenant's Personal Property and Fixtures.** All personal property and fixtures of the Tenant in the Property shall be at the sole risk of Tenant. Landlord shall not be liable for any accident or damage to property of Tenant resulting from the use of heating, cooling, electrical or plumbing apparatus. Landlord shall not, in any event, be liable for damage to Tenant's property resulting from water, steam or other causes. Tenant hereby expressly releases Landlord from any and all liability incurred or claimed by reason of damage to Tenant's personal property and fixtures.
8. **Purpose.** Tenant shall use the Property solely for operating a publicly chartered school or academy for grades kindergarten through 12<sup>th</sup> grade, and for ancillary or directly related uses. Tenant shall not allow the Property to be used in violation of any public law, ordinance, rule or regulation, or in violation of any certificate of occupancy or certificate of compliance covering or affecting the Property, or any part thereof. Tenant shall not suffer any act to be done or any condition to exist on the Property or any part thereof which may in law constitute a nuisance, public or private, or which may make void or voidable, or increase premiums for, any insurance with respect thereto. Tenant shall not commit any waste, damage, or injury of or to the Property or the fixtures or any part thereof and shall take all reasonable precautions and actions to prevent others from committing any of the foregoing.
9. **Tenant Alterations and Improvements.** Tenant shall not make any alterations or improvements to the Property without the prior written consent of Landlord. Landlord shall have the right to approve any plans of Tenant for the design of the interior of the Property, which approval shall not be unreasonably withheld. Any additions, improvements, alterations, and/or installations made by Tenant, except movable office furniture, fixtures, machinery or equipment, shall become and remain a part of the building and be and remain Landlord's property at Landlord's option. Tenant will save Landlord harmless from and against any and all expenses, liens, claims or damages to either property or person which may or might arise by reason of the making of any such addition, improvement, alteration, and/or installation.

10. **Fixtures.** Tenant, at Tenant's expense, may install any furniture, fixtures, machinery and/or equipment necessary to conduct Tenant's business, and the same, which is personal property, shall remain Tenant's property provided they be removed before the expiration of the term of this Lease. In the event any damage is done to the Property in said removal, Tenant will promptly reimburse Landlord for the cost of such repairs as are necessary to restore the Property to its original condition. Any furniture, fixtures, machinery and equipment not so removed before expiration of the term of this Lease, or any extension thereof shall be deemed to have been abandoned by Tenant and shall become Landlord's property.

11. **Use and Care of Property.** Tenant will not use or permit any person to use the Property or any part thereof in violation of the laws of the United States of America, the State of Michigan, the ordinances or other regulations of any county or municipality in which the Property is situated, or any restrictions in the deed or otherwise of record. Tenant will keep the Property and every part thereof in a clean and wholesome condition, and that Tenant will in all respects and at all times fully comply with all lawful health, fire and police regulations.

12. **Remedies and Default.** If Tenant:

a. (i) defaults, with regards to paying rent on or before the date it is due, or (ii) defaults in paying any other sums to Landlord when due and does not cure the default within 10 business days after written notice from Landlord specifying the default,

b. defaults in performing any other covenant or condition of the Lease other than the payment of rent and does not cure the default within 20 business days after written notice from Landlord specifying the default, unless such default reasonably requires a longer cure period and Tenant is proceeding reasonably to cure the default; or

c. is bankrupt or makes any assignment for the benefit of creditors,

then Landlord may accelerate the full balance of the rent payable for the remainder of the term and sue for the sums, may terminate this Lease, or may, without terminating this Lease, reenter the Property, dispossess Tenant or any other occupant of the Property, remove Tenant's effects, and relet the Property for the account of Tenant for the rent and upon the terms that are satisfactory to Landlord, crediting the proceeds, after deducting the costs of reentry, alterations, additions, and reletting, to the unpaid rent and the other amounts due during the remainder of the term, and Tenant shall remain liable to Landlord for any unpaid balance. If attorney fees are incurred to recover possession of the Property, to recover any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant that Tenant was to keep or perform, and a breach is established, then Tenant shall pay to Landlord all expenses incurred, including reasonable attorney fees, which shall be deemed to have



been incurred on the commencement of the default and shall be enforceable whether or not the action is prosecuted to judgment.

13. **Surrender of Property; Holding Over.** Whenever the term of this Lease shall be terminated, whether by lapse of time or forfeiture or in any other way, Tenant will at once surrender and deliver up the Property peaceably to Landlord in as good as condition as when Tenant took possession, ordinary wear and tear and any approved alterations and changes and any damage caused by perils covered by insurance, excepted. If Tenant shall hold over after any termination of this Lease, the same shall create no more than a month-to-month tenancy at the rent and on all the other applicable terms and conditions of this Lease except that the monthly rent shall be 150% of the amount set forth in paragraph 3.

14. **Assignment and Subletting.** This Lease nor any rights under this Lease, shall not be directly or indirectly assigned (including by operation of law), nor any portion of the Property sublet, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Any sale of assets not in the ordinary course of business by Tenant or any sale of 25% or more of the ownership interests in Tenant shall be considered an assignment. A consent by Landlord to any one assignment or sublease shall not be a consent to any subsequent assignment, sublease, or occupation of the Property by other persons. An unauthorized assignment, sublease, or license to occupy by Tenant shall be void and shall terminate this Lease at the option of Landlord.

15. **Condemnation.** In the event of a taking of the whole or any part of the Property so as to render the Property economically unsuitable for the permitted use, either party shall have the right to terminate this Lease upon notice to the other party within thirty (30) days after receiving knowledge of the taking. Should either party elect to terminate this Lease, the term of this Lease shall cease as of the day the public authority assumes possession thereof; provided, however, that if such taking is for a temporary period not exceeding eighteen (18) months, neither party may terminate this Lease, but all rent shall abate during such period. If, following a taking, this Lease shall continue in effect as to any portion of the Property, all rent shall be reduced by the proportion which the square footage of the Property taken bears to the initial square footage of the Property. All compensation awarded for any taking (including a temporary taking) shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or the fee of the Property, and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation.

16. **Casualty Damage and Destruction.**

a. If the Property is damaged by fire or other casualty (a "Casualty"), Tenant shall give immediate written notice thereof to Landlord ("Tenant's Casualty Notice"). Landlord shall, within 60 days after receipt of Tenant's Casualty Notice, deliver to Tenant

a good faith estimate (the "Damage Notice") of the time needed to repair the damage caused by such Casualty ("Restoration").

- b. If the Property is damaged by Casualty such that Tenant is prevented from conducting its business in the Property in a manner reasonably comparable to that conducted immediately before such Casualty and Landlord estimates that the damage caused thereby cannot be repaired within 210 days after the commencement of repairs (the "Repair Period"), then Tenant may terminate this Lease by delivering written notice to Landlord of its election to terminate within 30 days after the Damage Notice has been delivered to Tenant.
- c. If a Casualty occurs and (1) Landlord estimates that the damage cannot be repaired within the Repair Period, (2) regardless of the extent of damage, (a) the damage occurs during the last 12 months of the Term or (b) the damage is not fully covered by Tenant's insurance policies or any insurance Landlord may carry on the Property, or (c) Landlord makes a good faith determination that restoring the damage would be uneconomical, then, in any such case, Landlord may terminate this Lease by giving written notice of its election to terminate within 30 days after the Damage Notice has been delivered to Tenant.
- d. If neither party elects to terminate this Lease following a Casualty, then Landlord shall, within a reasonable time after such Casualty, begin to repair the Property and shall proceed with reasonable diligence to restore the Property to substantially the same condition as they existed immediately before such Casualty; however, Landlord shall not be required to repair or replace any improvements, alterations or betterments made by Tenant within the Property (which shall be promptly repaired and restored by Tenant at Tenant's sole cost and expense) or any furniture, equipment, trade fixtures or personal property of Tenant or others in the Property or the Project, and Landlord's and Tenant's obligations to repair or restore the Property shall be limited to the extent of the insurance proceeds actually received by Landlord and Tenant respectively for the Casualty in question. If this Lease is terminated under the provisions of this Section 16, Landlord shall be entitled to the full proceeds of the insurance policies providing coverage for all alterations, improvements and betterments in the Property (and, if Tenant has failed to maintain insurance on such items as required by this Lease, Tenant shall pay Landlord an amount equal to the proceeds Landlord would have received had Tenant maintained insurance on such items as required by this Lease).
- e. Rent insurance proceeds, if payable, shall be applied by Tenant to the payment of, when and as due and payable, the installments of Rent and other payments due under this Lease until Restoration has been completed or until

the Lease is terminated pursuant to any of the terms hereof. The balance, if any, of such proceeds shall be paid to Tenant or as Tenant may direct.

- f. During any period of Restoration, Rent shall abate in proportion to the portion of the Property that cannot be used for school purposes in Tenant's reasonable determination.

**17. Acceptance of Property.** The Property is being leased and delivered "As Is" and "Where Is" in its present condition. Landlord disclaims any, and makes no further, warranty or representation as to the Property including as to the condition of any buildings, improvements, fixtures, soil conditions, or any environmental conditions on or under Property. Tenant acknowledges and agrees it has been allowed to enter upon the Property for such inspections, tests and other studies as Tenant considers appropriate or desirable with respect to the condition of the Property. Further, by entering into this Lease, Tenant will be deemed to have determined that the Property is in a condition satisfactory to it, and that Tenant has accepted the Property, including the buildings, improvements and fixtures, in their present condition.

**18. Hazardous Substances.**

a. Tenant shall not cause or permit any Hazardous Substance to be used, stored, generate, or disposed of on or in the Property by Tenant, Tenant's agents, employees, contractors, or invites. If hazardous Substances are used, stored, generated, or disposed of on or in the Property, or if the Property becomes contaminated in any manner for which Tenant is legally liable, Tenant shall indemnify and hold harmless the Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Property, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any all sums paid for settlement of claims, attorney's fees, consultant and expert fees) arising during or after the Term and arising as a result of that contamination by Tenant. This indemnification includes, without limitation any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Tenant causes or permits the presence of any Hazardous Substance on the Property and that results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions to return the Property to the condition existing prior to the presence of any such Hazardous Substance on the Property. Tenant shall first obtain Landlord's approval for any such remedial action.

- b. As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Michigan, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as

"Hazardous waste," "extremely hazardous waste," or a "hazardous substance" pursuant to state, federal, or local government law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCB's"), and petroleum.

19. **Bankruptcy.** If Tenant shall become insolvent or make an assignment for the benefit for creditors, or file petition of bankruptcy, or seek the benefit of any bankruptcy, composition or insolvency law or act, or if Tenant shall be adjudged bankrupt, or if a receiver or trustee of the property of Tenant shall be appointed, or this Lease shall by operation of law devolve or pass to any person or persons other than Tenant, then in each such case Landlord shall have the right and option to terminate this Lease at any time, and with or without demand or notice, and with or without legal process, enter into the Property and take possession thereof, and may use all force necessary to effect such entry and/or to hold such possession and/or remove property from the Property.
20. **Notices or Demands.** All notices, approvals, consents and other communications required under this Lease shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or (iii) when sent by United States registered, or certified mail, postage prepaid. The notice shall be effective immediately upon personal delivery; one day after depositing with a nationally recognized overnight delivery service; and five days after sending by registered or certified mail. Notices shall be sent to the addresses set forth above for the respective parties or such other address that is provided by a party.
21. **Indemnification.** Tenant shall indemnify, defend (using counsel satisfactory to Landlord in its sole discretion) and hold harmless Landlord, and its employees, managers, partners, officers, directors, contractors and agents from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses (including attorneys' fees) arising from or related to (i) the occupancy, condition, operation or use of the Property, (ii) any accident, occurrence, injury to or death of persons, or loss of or damage to property occurring on or about the Property unless such damage is the result of Landlord's gross negligence while using the Property, (iii) use or misuse of any portions of the Property by a Tenant or any of Tenant's respective agents, contractors, employees, visitors, and invitees, or (iv) Tenant's failure to perform its obligations under this Lease. The obligations of Tenant under this paragraph arising by reason of any occurrence taking place during the term of this Lease shall survive any termination of this Lease,
22. **Quiet Enjoyment.** Landlord covenants that it has good title to lease the Property, that Landlord will warrant and defend the title thereto, and that Landlord will indemnify Tenant against any damage and expense Tenant may suffer by reason of any restriction on or defect in title to or description of the Property.

23. **Entry by Landlord.** Tenant, upon reasonable notice, agrees to allow Landlord or Landlord's representatives at any reasonable hour to enter the Property for the purpose of inspecting the same or for making any repairs that they may deem necessary or desirable, and Tenant agrees upon reasonable notice to permit the Property to be shown to prospective purchasers or tenants at reasonable hours.
24. **Expenses of Enforcement, Performance by Landlord.** In the event that Landlord shall be required to engage the services of an attorney to enforce its rights under this Lease, or enforce the obligations of Tenant under this Lease, Tenant agrees that any and all such costs and expenses, including reasonable attorney fees, and all court costs and expenses, such costs shall be promptly paid by Tenant to Landlord as additional rent upon demand. If Tenant shall fail to perform any of its obligations under this lease, Landlord may without notice perform such obligations and if Landlord incurs any costs in connection therewith, such costs shall be promptly paid by Tenant to Landlord as additional rent upon demand.
25. **Miscellaneous.** Time is of the essence in all provisions of this Lease. All the terms and provisions of this Lease shall be binding upon and shall inure to the benefit of Landlord, Tenant, their heirs, executors, administrators, personal representatives, successors, trustees, receivers and assigns, as applicable, except as otherwise provided herein. The parties expressly agree that this Lease, and any issues concerning its execution, validity, performance and construction, shall be governed by the laws of the State of Michigan. No modification, waiver, extension or other change of this Lease shall be binding unless executed in writing by the party against whom enforcement of any such modification, waiver, extension or change is sought. The captions in this Lease are used for convenience only and are not to be used in interpreting or construing this Lease. In the event that a court of competent jurisdiction finds any term or provision of this Lease invalid, illegal or unenforceable as applied to any circumstance, the remaining provisions of this Lease, and the same term or provision as applied to other circumstances, shall be unimpaired and remain in full force and effect. This Lease contains the entire agreement between the parties with respect to the subject matter hereof. Each party acknowledges that it did not, in entering into this Lease, rely upon any representation or promise made by or on behalf of the other except as expressly set forth in this Lease.

The parties have executed this Lease on the day and year first herein above written.

LANDLORD:

SHORELINE COMMUNITY DEVELOPMENT CORPORATION

By: Franklin A. Fudail  
Name: Franklin A. Fudail  
Title: President  
Date: 6-30-22

TENANT:

MUSKEGON MARITIME ACADEMY

By: Yvonne Crawford  
Name: Yvonne Crawford  
Title: Secretary  
Date: 6-30-22

**Exhibit A**  
**Legal Description**

Parcel 1:

Block 65, Revised Plat (of 1903) of the City of Muskegon, Muskegon County, Michigan, and the North  $\frac{1}{2}$  of vacated Ada Avenue, except the East 6.5 feet, thereof, and also, except a triangular piece of land beginning 6.5 feet West of the Northeast corner of Block 65 of the Revised Plat of the City of Muskegon on the South line of Highway M-46 (also known as Apple Avenue); thence South 20 feet; thence Northwesterly to a point on the South line of M-46 which is 10 feet West of the point of beginning; thence East 10 feet to the point of beginning.

Parcel 2:

Block 70, Revised Plat (of 1903) of the City of Muskegon, Muskegon County, Michigan, and the South  $\frac{1}{2}$  of vacated Ada Avenue, except the East 6.5 feet, thereof.

Said Revised Plat is recorded in Liber 3 of Plats, Page 71.

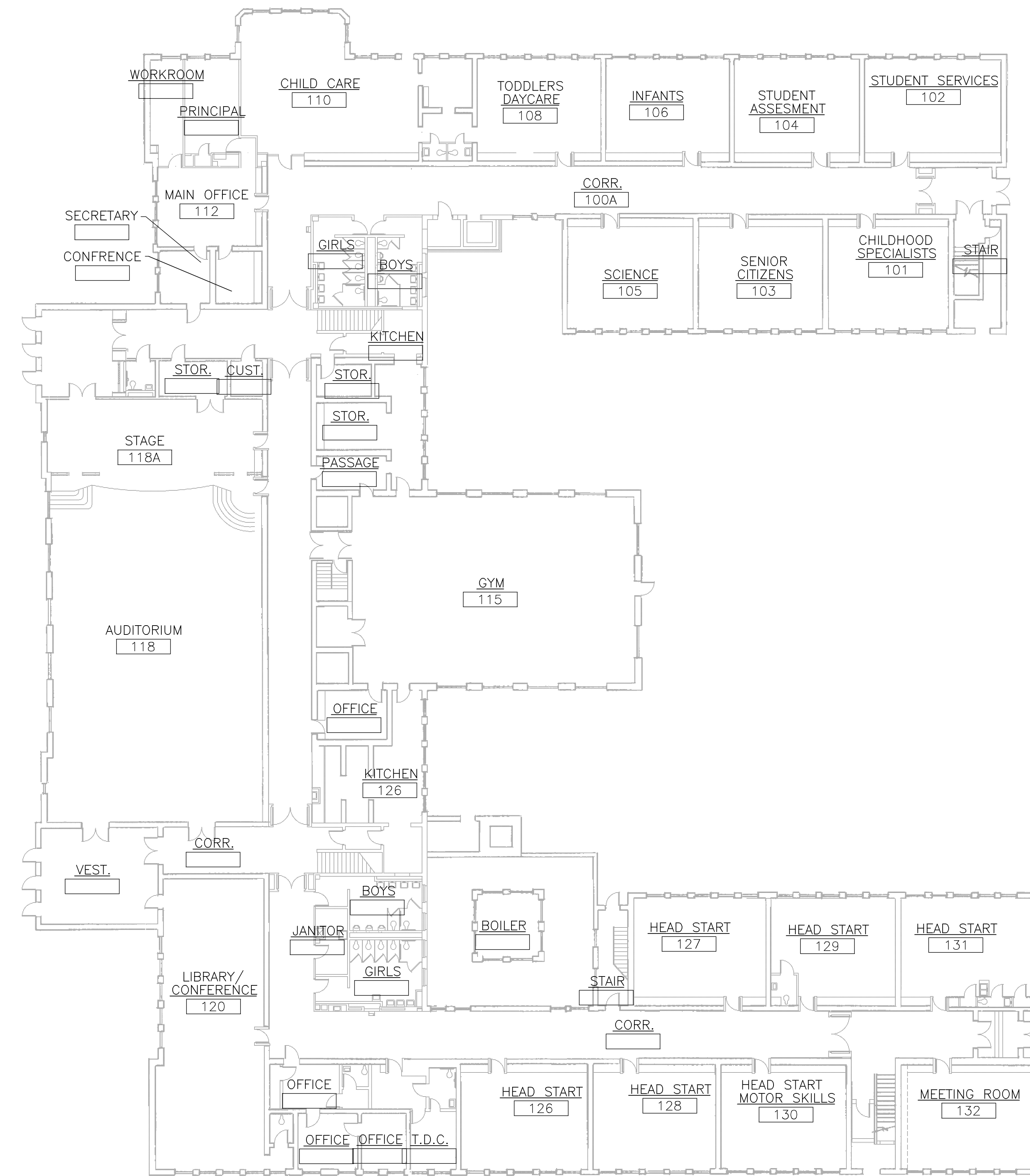
Parcel No. 24-205-065-0001-00

Commonly known as 571 E. Apple Avenue, Muskegon, Michigan 49441



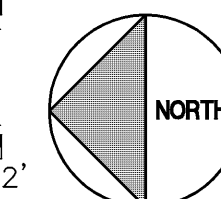
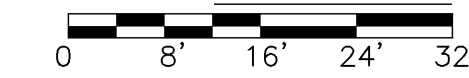






## FIRST FLOOR PLAN

MMA







NORTH

MUSKEGON MARITIME ACADEMY

## Second Floor Plan

DRAWING  
**A1.2M**

FILE  
12942130-  
12942141

GRAND RAPIDS, MI.,  
3950 SPARKS DR. S.E.  
616 574-8500

**SR**

Muskegon, Michigan

DA/E
DR
CK
APP
IN CHARGE

IN CHARGE

DATE	ISSUED FOR
1/02/2009	BDS & CONSTRUCTION

DATE	ISSUED FOR
1/02/2009	BDS & CONSTRUCTION

# **BCC SAFETY INSPECTION**

## **BUILDING REPORT**

**Project Name and Address: Muskegon Maritime Academy  
571 E Apple Avenue  
Muskegon, MI 49442**

**Inspector: Scott Wilmot**

**Inspection Date: 06/10/2021**

**Inspection Time: 1- hour 30 minutes**

**Travel Time: 1- hour 46 minutes**

**Travel Milage 108 miles one way = 216 total**

**Report Time: 1-hour minutes**

---

---

**The 2015 edition of the International Property Maintenance Code (IPMC) was used in conducting this inspection and report. Repairs only.**

**New work will require the 2015 Michigan Building Code**

**\*Level of Importance:**

**A = Must be corrected before occupancy.**

**B = Must be corrected within 90 days after occupancy.**

**This will require a building permit and completion of work to receive a certificate of occupancy before using building.**

**Bldg. Permit shall be Issued before work can start.**

---

---

## **Exterior Property: Issues found**

### **Exterior Structure: Noted**

- (B) At main entrances East and West ends off Apple Avenue. The concrete cap stub walls have openings in or around them. Plug off all gaps or opening so water an Ice will not heave or cause more damage.
- (A)East end of front main entrance has a grade issue just north west of steps that appears to have a tree or shrubbery removed and left a hole about 3 feet in diameter.
- (B)East side of building towards the back there is a hole in the brick veneer about 3 inches above grade that need filled.
- (A) ADA entrance at the back of bldg. ADA minimum requirement will be to have handrails on both sides of ramp when it exceeds 6 inches in height.
- **(A) Interior Structure: Issues Found**

- (A) Fire Alarm - System shall be recertified.
- (A)BFS shall approve of the certification and system before Building final will be released with C/O.
- (A) Means of Egress:
- Fix all entrances to open and close with latching as required. Remove any debris throughout all corridors to be clear of any trip hazards or restrict of any openings.
- (A) Fire-Resistance Ratings and list to Fix:
- Roof shall be fixed from all leaks and done per MBC, 2015 Chapter 15 Re-roofing. Remove all wet Insulation and replace with new before patching or re-roofing with new membrane.
- Any rooms that have ceiling tiles broken, wet or missing shall be replaced with the correct fire-resistant rating ceiling tile.
- Any rooms where the paint is cracking, flaking or peeling off any surfaces shall be checked for containing Lead paint.
- **Note:** This may need to be abated by a professional lead certified contractor.
- Any broken glass windows may need new sashes or entire new window frames, fix, as necessary.

- All screens need to be on operating windows. (A lot are missing)
  - The existing fire rated corridor doors (90 Min) Are on magnetic old opens per NFPA 12. The existing center Mullins are missing to close and latch onto to lock down. Re-Install Mullins as this prevents only means of egress out of the building and no one to go back into building.
  - All door hardware to be installed and working correctly (existing doors missing hardware)
  - All bathrooms are to have working exhaust fans that are to be on during occupied hours.
  - Remove old drinking fountains in its entirety as they are not barrier free compliant.
- 
- All work must be done in accordance with the Michigan Building Code and be permitted through the State of Michigan, Bureau of Construction Codes, Building Division with Plan Review where required.

# BCC SAFETY INSPECTION

## (ELECTRICAL) REPORT

**Project Name and Address:** Angel Elementary/Muskegon Maritime 571 E Apple Ave,  
Muskegon, MI 49442.

**Inspector:** Steven Baldwin

**Inspection Date:** 6/10/2021

**Inspection Time:** 1 Hour and 30 Minutes

**Travel Time:** 2 Hours and 30 Minutes

**Report Time:** 1 Hour

**Travel Mileage:** 155 Miles

---

---

The 2015 edition of the International Property Maintenance Code (IPMC) and the 2017 Michigan Electrical Code were used in conducting this inspection and report.

### **Level of Importance:**

A = Must be corrected before occupancy.

B = Must be corrected within 90 days after occupancy.

---

---

**Equipment and Switchgear:** The electrical service is 1600 amp 3-phase, 4-Wire. The service is located inside the mechanical room on the lower level. The brand for each disconnecting means is Square D. The equipment appears to be in good working order and upgraded in 1997 according to Muskegon school maintenance crew.

**Level of Importance:** NA

**Emergency Power:** No emergency power was provided at the time of my inspection.

**Level of Importance:** NA

**Emergency Lighting:** Battery backup exit lights and battery backup emergency lights are installed throughout the building. At the time of my inspection, the emergency lighting that could be reached did not function. IPMC, Section 605.3

**Level of Importance: A**

**Permit not required to replace batteries. Permit(s) and inspection(s) are required if the exit light fixtures need to be replaced.**

**General Lighting:** There are T12 and incandescent light fixtures throughout the building. There were no LED lamps or LED light fixtures inside of the building at the time of my inspection.

**Level of Importance: NA**

**General Safety:**

1. In the boiler room on the lower level there are several lights that do not work and are missing covers. IPMP, Section 605.3

**Level of Importance: A**

**Permit not required to replace lamps. Permit(s) and inspection(s) are required if the ballast needs to be replaced.**

2. In the boy's locker room next to the gymnasium, the shower lights need to be repaired. IPMP, Section 605.3

**Level of Importance: A**

**Permit not required to replace lamps. Permit(s) and inspection(s) are required if the ballast needs to be replaced.**

3. Room 228 has MC cable hanging out of the ceiling and needs to be terminated into a junction box and the conductors need to be properly capped off as well. IPMP, Section 605.1

**Level of Importance: A**

**Permit not required.**

4. Inside of the roof access room and the upper hall storage closet next to room 217, both areas need new lamps installed in fixture. IPMP, Section 605.3

**Level of Importance: A**

**Permit not required.**

5. Room 105 has MC hanging out of the ceiling and needs to be terminated into a junction box and the conductors need to be properly capped off as well. IPMP, Section 605.1

**Level of Importance: A**  
**Permit not required.**

6. Room 101 has a fixture that is missing a lens cover. IPMP, Section 605.3

**Level of Importance: A**  
**Permit not required.**

7. Inside the library office there is a cover plate missing on a 2-gang box for a switch. IPMP, Section 605.1

**Level of Importance: A**  
**Permit not required.**

8. The following rooms require light fixtures to be repaired:  
101, 102, 106, 105, 108, 110, 112, 117, Library, 128, 127, 129, 130, 131, 132, 230, 229, 232, 231, 233, 235, 234, 201, 208, 205, 206, 203, 226, 224, 222, 220, 217, 215, 214, and 212. IPMP, Section 605.3

Please note that there were several rooms we could not access at the time of the inspection and may require lighting repairs.

**Level of Importance: A**  
**Permit not required to replace lamps. Permit(s) and inspection(s) are required if the ballast needs to be replaced.**

9. The outside lighting consisted of 2 LED flood lights and 8 High Pressure Sodium flood lights. There appeared to be only 3 of the HPS fixtures illuminated at the time of the inspection. IPMP, Section 605.3

**Level of Importance: A**  
**Permit not required to replace lamps. Permit(s) and inspection(s) are required if the ballast needs to be replaced.**

Notes: All work must be completed in accordance with the Michigan Electrical Code and be permitted through the State of Michigan, Bureau of Construction Codes, Electrical Division with Plan Review where required.

Left OWS: 6:45AM  
Arrived Onsite 9:15AM  
Total Drive Time: 2 Hours and 30 Minutes  
Started Inspection: 9:16AM  
Inspection Complete: 10:46AM  
Total Inspection Time: 1 Hour 30 Minutes  
Mileage Leaving OWS: 19056  
Mileage Arrive Onsite: 19211  
Total Mileage: 155  
Total Time Preparing Report: 1 Hour



# **BCC SAFETY INSPECTION**

## **PLUMBING REPORT**

**Project Name and Address: 571 E Apple Ave  
Muskegon, MI**

**Inspector: Dan Goller**

**Inspection Date: 6/10/21**

**Inspection Time: 1.5 HR.**

**Travel Time: 2.75 HR.**

**Report Time: 30 MINS.**

**Travel Mileage: 157 MILES**

---

---

The 2015 edition of the International Property Maintenance Code (IPMC) and the 2015 Michigan Plumbing Code were used in conducting this inspection and report.

### **Level of Importance:**

A = Must be corrected before occupancy.

B = Must be corrected within 90 days after occupancy.

---

---

**Exterior Property: There were no hazards to the community or the building occupants on the exterior property.**

**Exterior Structure: There were no hazards to the community or the building occupants on the exterior structure. Inspection of rooftop drains indicated a general cleaning and inspection of drains and piping by a licensed plumbing contractor is advised.**

**Interior Structure: A.) In the Gang Baths and all hand lavs there are no A.S.S.E. 1070 mixing valves on the lavatory faucets. There shall be A.S.S.E. 1070 mixing valves per MPC 2015 Section 607.1**

1. The floor drains require trap seal protection per MPC 2015 Section 1002.4.1.
2. Drinking fountains need to be replaced, compliant with MPC 410.3.
3. A noncompliant drinking fountain in wall needs to be eliminated.
4. General cleaning and repair for conformation of operation is needed for all plumbing valves, fixtures and piping.
5. Insulated piping needs further review by a licensed contractor for asbestos.

All work must be completed in accordance with the Michigan Building Code and be permitted through the State of Michigan, Bureau of Construction Codes, Plumbing Division with Plan Review where required.

**SCHEDULE 9**  
**APPLICATION AND ENROLLMENT OF STUDENTS**

- Attach the “Application and Enrollment of Students” Policy adopted by your school.
- Process describing how students apply for and receive seats at the Academy, including lottery process required by law;

**2. *Provide a specific process for how students will be recruited, will apply for, and will be accepted at the Academy. Explain the lottery process. Application and Enrollment of Students (Schedule 9).***

MMA will use the following methods to provide the general public with information and notice that MMA exists and is “here” to serve all students:

- Town Hall and parent information meetings
- Creation of a website that will contain the admission policy/process
- Kindergarten roundup sessions
- Information Nights
- Canvassing the community (distributing flyers and brochures)
- Visiting 40-50 pre-kindergarten programs throughout the Muskegon/Muskegon Heights area and within a 15-mile radius of the city
- Leverage the Charter Growth Fund Recruitment and Retention Playbook resources
- Leverage the expertise and marketing skills of development team

Because MMA will recruit a diverse student population, every effort will be made to attract students of all nationalities and ethnic backgrounds. Some of the partnerships and potential partnerships being explored, will be used in our recruitment efforts.

The Academy shall comply with the application and enrollment requirements identified in the appropriate schedule of the charter contract, as outlined, comprehensively, below:

**Enrollment Limits**

The Academy will offer the grade configuration set forth in the charter. The maximum enrollment shall be the number of students as adopted by the Academy Board and reported to the University. The Academy Board will annually adopt maximum enrollment figures prior to its application and enrollment period.

**Requirements**

- Enrollment shall be open to all pupils who reside in this state who meet the admission policy
- 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 grades are 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, as described below.

A public school academy shall not charge tuition and shall not discriminate in its pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a student with a disability, or any other basis that would be illegal if used by a 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 school district and may give enrollment priority to one (1) or more of the following:

- A sibling of a pupil enrolled in the Academy
- Pursuant to a matriculation agreement undertaken in accordance with this schedule
- A child of a person who is employed by or at the public school academy or who is on the board of directors of the public school academy. As used in this schedule, “child” includes an adopted child or a legal ward.

#### Matriculation Agreement

- The Academy Board may enter into a matriculation agreement with another public school academy pursuant to MCLA 380.504, provided it obtains the prior, written consent of the Authorizer.
- Until the matriculation agreement is incorporated into this Contract, pursuant to the process for amendment, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

#### Application Process

- The Academy shall make reasonable effort to advertise its enrollment openings.
- The Academy shall make the following additional efforts to recruit pupils who are eligible for special education programs and services or English as a second language services to apply for admissions. This includes:
  - Reasonable efforts to advertise all enrollment openings to organizations and media that regularly serve and advocate for individuals with disabilities or children with limited English-speaking ability within the boundaries of the intermediate school district in which the Academy is located.
  - Inclusion in all pupil recruitment materials of a statement that appropriate special educational services and English as a second language services will be made available to pupils attending the school as required by law
- 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 must document its full compliance with the enrollment and random selection processes and retain such documentation as part of its official records.

#### 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 within the intermediate school district (ISD) or regional educational service agency (RESA) where the Academy is located. A copy of the legal notice or advertisement and accompanying affidavit of publication shall be maintained in the Academy's official records.

- 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 shall be committed to good-faith 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 available, 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.

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.

**SCHEDULE 10**  
**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**

- School calendar as well as school day schedule.
- Tabulation of instructional hours based upon calendar and schedule provided above.
- Any waivers (e.g. seat time) obtained by the Academy



## **MUSKEGON MARITIME ACADEMY EDUCATIONAL PROGRAM**

### **Muskegon Maritime Academy Mission and Vision Statements**

The vision of MMA is to develop relevant and transferable academic and personal skills in its students, providing for an exceptional and successful secondary experience. MMA will offer local youth an opportunity to develop STEM skills in conjunction with water education and maritime research in an environment that models the military values of discipline, teamwork, service, and citizenship.

### **We will fulfill this mission in the following ways:**

- We will develop partnerships with the local Port Authority, marine businesses, and local public and private maritime experts.
- In collaboration with the U.S. Naval Sea Cadets, we will develop a curriculum that joins Michigan Core Standards with hands-on STEM exploration into water quality/use and maritime activity.
- Our Character Development and Culture will follow models of military programs such as the U.S. Naval Sea Cadets that exemplify the following core values: discipline, teamwork, service, and citizenship.

MMA will supplement its mission with the following wraparound offerings:

- A math and reading academy focused on fluency (including word-problems as part of the math curriculum)
- Continuing partnerships with military programs
- Developing a community hub for students, families and community members
- Sports offerings aligned with discipline: (Fencing, Martial Arts, Gymnastics, Tennis)

### **Beliefs**

- We believe that the best education engages the full community and forges partnerships that augment the academic program
- We believe that a well-designed, relevant and successfully implemented curriculum is necessary for ensuring daily and interim assessment outcomes
- We believe that character and culture serve as the cornerstone for academic success
- We believe that students learn best when they are active owners of their education and actively engaged in educational exercises
- We believe that parents, as our children's first educators, should be involved, active participants in their child's/children's education

# MMA Academic Calendar

2022/2023

2022					2023						
August	September	October	November	December	January	February	March	April	May	June	July
1 Mo	1 Th	1 Sa	1 Tu	1 Th	1 Su New Year's Day	1 We	1 We	1 Sa Spring Break	1 Mo	1 Th	1 Sa
2 Tu	2 Fr	2 Su	2 We	2 Fr	2 Mo Return	2 Th	2 Th	2 Su Spring Break	2 Tu	2 Fr	2 Su
3 We	3 Sa	3 Mo	3 Th	3 Sa	3 Tu	3 Fr	3 Fr	3 Mo	3 We	3 Sa	3 Mo
4 Th	4 Su	4 Tu	4 Fr No School/PD Day	4 Su	4 We	4 Sa	4 Sa	4 Tu	4 Th	4 Su	4 Tu Ind. Day
5 Fr	5 Mo Labor Day	5 We Count Day	5 Sa	5 Mo	5 Th	5 Su	5 Su	5 We	5 Fr	5 Mo	5 We
6 Sa	6 Tu 1 <sup>st</sup> day of school	6 Th	6 Su	6 Tu	6 Fr	6 Mo	6 Mo	6 Th	6 Sa	6 Tu	6 Th
7 Su	7 We	7 Fr	7 Mo	7 We	7 Sa	7 Tu	7 Tu	7 Fr Good Friday- No School	7 Su	7 We	7 Fr
8 Mo	8 Th	8 Sa	8 Tu	8 Th	8 Su	8 We Count Day	8 We	8 Sa	8 Mo	8 Th	8 Sa
9 Tu	9 Fr	9 Su	9 We	9 Fr	9 Mo	9 Th	9 Th	9 Su	9 Tu	9 Fr	9 Su
10 We	10 Sa	10 Mo Columbus Day	10 Th	10 Sa	10 Tu	10 Fr	10 Fr	10 Mo	10 We	10 Sa	10 Mo
11 Th	11 Su	11 Tu	11 Fr Veterans Day	11 Su	11 We	11 Sa	11 Sa	11 Tu	11 Th	11 Su	11 Tu
12 Fr	12 Mo	12 We	12 Sa	12 Mo	12 Th	12 Su	12 Su	12 We	12 Fr	12 Mo	12 We
13 Sa	13 Tu	13 Th	13 Su	13 Tu	13 Fr	13 Mo	13 Mo	13 Th	13 Sa	13 Tu	13 Th
14 Su	14 We	14 Fr	14 Mo	14 We	14 Sa	14 Tu	14 Tu	14 Fr	14 Su	14 We	14 Fr
15 Mo	15 Th	15 Sa	15 Tu	15 Th	15 Su	15 We	15 We	15 Sa	15 Mo	15 Th	15 Sa
16 Tu	16 Fr	16 Su	16 We	16 Fr	16 Mo MLK Day/No School	16 Th	16 Th	16 Su	16 Tu	16 Fr Last day of school	16 Su
17 We	17 Sa	17 Mo	17 Th	17 Sa	17 Tu	17 Fr Mid-Winter Break	17 Fr	17 Mo	17 We	17 Sa	17 Mo
18 Th	18 Su	18 Tu	18 Fr	18 Su	18 We	18 Sa Mid-Winter Break	18 Sa	18 Tu	18 Th	18 Su	18 Tu
19 Fr	19 Mo	19 We	19 Sa	19 Mo	19 Th	19 Su Mid-Winter Break	19 Su	19 We	19 Fr	19 Mo	19 We
20 Sa	20 Tu	20 Th	20 Su	20 Tu	20 Fr	20 Mo Presidents' Day/Mid-Winter	20 Mo	20 Th	20 Sa	20 Tu	20 Th
21 Su	21 We	21 Fr 1/2 day school - PD for Staff	21 Mo	21 We	21 Sa	21 Tu	21 Tu	21 Fr	21 Su	21 We	21 Fr
22 Mo	22 Th	22 Sa	22 Tu	22 Th	22 Su	22 We	22 We	22 Sa	22 Mo	22 Th	22 Sa
23 Tu	23 Fr	23 Su	23 We	23 Fr	23 Mo	23 Th	23 Th	23 Su	23 Tu	23 Fr	23 Su
24 We	24 Sa	24 Mo	24 Th Thanksgiving Break	24 Sa	24 Tu	24 Fr	24 Fr	24 Mo	24 We	24 Sa	24 Mo
25 Th	25 Su	25 Tu	25 Fr Thanksgiving Break	25 Su Christmas Day	25 We	25 Sa	25 Sa	25 Tu	25 Th	25 Su	25 Tu
26 Fr	26 Mo	26 We	26 Sa Thanksgiving Break	26 Mo Holiday Break	26 Th	26 Su	26 Su	26 We	26 Fr	26 Mo	26 We
27 Sa	27 Tu	27 Th	27 Su Thanksgiving Break	27 Tu Holiday Break	27 Fr	27 Mo	27 Mo Spring Break	27 Th	27 Sa	27 Tu	27 Th
28 Su	28 We	28 Fr	28 Mo	28 We Holiday Break	28 Sa	28 Tu	28 Tu Spring Break	28 Fr	28 Su	28 We	28 Fr
29 Mo	29 Th	29 Sa	29 Tu	29 Th Holiday Break	29 Su		29 We Spring Break	29 Sa	29 Mo Memorial Day/No School	29 Th	29 Sa
30 Tu	30 Fr	30 Su	30 We	30 Fr Holiday Break	30 Mo		30 Th Spring Break	30 Su	30 Tu	30 Fr	30 Su
31 We		31 Mo		31 Sa Holiday Break	31 Tu		31 Fr Spring Break		31 We		31 Mo

## **MMA PROPOSED Academic Calendar – 2022/2023 Narrative**

August 22, 2022:	Teacher's/Staff Report
September 6, 2022:	First day of School
October 21, 2022:	½ day of school for students – PD for Staff
November 4, 2022:	No school – PD for staff
November 24 – 27, 2022:	Thanksgiving Break
December 25, 2022 – January 2, 2023:	Christmas Holiday Break
January 16, 2023:	MLK Day – No School
February 17 – 20, 2023:	Mid-winter Break
March 27 – April 2, 2023:	Spring Break
April 7, 2023:	Good Friday – No School
May 29, 2023:	Memorial Day – No School
June 16, 2023:	Last day of School for Students

### ***School Day:***

***8:00 a.m. – 3:00 p.m. – Monday through Friday/6.5 hours/day -182.5 days/1,186.25 hours***

**SCHEDULE 11**  
**AGE AND GRADE RANGE OF PUPILS**

- Description of the ages of pupils to be enrolled in the Academy as well as their grade range;
- Census, by grade, of pupils enrolled at the Academy;
- Evidence, from last staffing process, of pupils per teacher in each general education classroom;
- Evidence, from last staffing, of number of special education pupils per instructional staff person;

**3. What Age and Grade Range of Students (Schedule 11) will be enrolled? By grade level, what are your enrollment projections? What is the projected number of pupils per teacher in each general education classroom?**

MMA proposes to open with grades K-5, with age requirements commensurate with state requirements for starting kindergarten. We anticipate reaching a maximum capacity of 300 students. Below is a table including our proposed student enrollment through year five, with minimum and maximum numbers of students identified:

<b>Year 1</b>		<b>Year 2</b>		<b>Year 3</b>		<b>Year 4</b>		<b>Year 5</b>	
<b>Grades</b>	<b>K-5</b>	<b>Grades</b>	<b>K-5</b>	<b>Grades</b>	<b>K-5</b>	<b>Grades</b>	<b>K-5</b>	<b>Grades</b>	<b>K-5</b>
<b>Min. # of Students</b>	<b>150</b>	<b>Min. # of Students</b>	<b>200</b>	<b>Min. # of Students</b>	<b>250</b>	<b>Min. # of Students</b>	<b>300</b>	<b>Min. # of Students</b>	<b>300</b>
<b>Max, # of Students</b>	<b>200</b>	<b>Max. # of Students</b>	<b>250</b>	<b>Max. # of Students</b>	<b>300</b>	<b>Max. # of Students</b>	<b>300</b>	<b>Max # of Students</b>	<b>300</b>

MMA anticipates growing 50 students per year through year three, then maintaining a student enrollment of 300. For MMA, establishing a school culture will be a prominent focus through year three; maintaining and preserving that culture will be critical to the Academy's overall success. While we understand open enrollment requirements and fully acknowledge the needs of our community, we also recognize that growth, for growth's sake, can be disruptive to the culture that we will have established.

It is projected that there will be no more than 25 students in each general education classroom, presenting a 25:1 pupil to teacher ratio.

**SCHEDULE 12**  
**METHODS OF PUPIL ASSESSMENT**

## **F. Assessment**

***Explain how student assessments meet the following criteria:***

***i. Classroom assessments are consistent with the Educational Program.***

Classroom assessments will be both formative and summative. There will be benchmark assessments, pre and post assessments, with weekly and unit assessments. Formative assessments will be created as the STEM program training occurs with MMA staff. Additionally, formative assessments relating to the customized Cadets program will be included in the MMA assessment cycle. This effort will ensure alignment to, and consistently with, the MMA Educational Program.

***See MMA Educational Program Attached  
See Accompanying MMA Curriculum Binder – Assessments Folder***

***ii. Classroom assessments are aligned with the written curriculum and instruction.***

Classroom assessments will be both formative and summative. Alignment occurs through adherence to the standards. Formative assessments will be largely teacher created and data driven. Curricular resources (i.e. GoMath, etc.) will also provide skill and unit-based assessments that are both formative and summative in nature.

All assessments are aligned to the State of Michigan Standards and Grade Level Expectations. Curricular resources support the learning expectations set forth by the State of Michigan Standards. Instruction ensures that the depth and rigor of these expectations are mastered. Instruction will also be monitored through classroom walk throughs and observations.

***iii. Assessment results are used to inform curriculum and instruction and to improve student learning.***

Monthly data drop meetings ensure that data is reviewed. The assessment data is reviewed to inform instructional practices and provide for next steps focused on student achievement. This is a continuous process, understanding that assessment drives the curriculum and instruction.

***See MMA Educational Program Attached  
See Accompanying MMA Curriculum Binder:  
Assessments & Instructional Learning Cycle Folders***

***iv. Assessment results are used to identify student needs and design interventions to improve individual student performance.***

Monthly instructional support team meetings will give way to comprehensive data discussions and collegial conversations focused around individual student achievement. Student data will provide a pathway for instruction for each student based on their social/emotional and/or academic needs.

***See MMA Educational Program Attached  
See Accompanying MMA Curriculum Binder:  
Assessments and Instructional Learning Cycle & MTSS Folder***

***v. Student assessment results are reported to the PSA's Board, staff, students, and parents.***

As a way of communicating assessment data to staff, students, and parents, there will be an overview at the annual school kickoff meeting. Throughout the year there will be weekly notes, weekly newsletters sent home to parents and caregivers, a comprehensive website, Mi-STAR, as well as monthly reports at public board meetings to communicate assessment data. Each student also tracks their own learning goals.

***See MMA Educational Program Attached  
See Accompanying MMA Curriculum Binder – Communication Folder***



## **ASSESSMENTS**

MMA will administer the state mandated assessment annually.

This data will be used in the following ways:

- Monitor student proficiency
- Monitor student growth
- Provide a snapshot of student achievement at a state, district, and building level
- Provide snapshot information for parents
- Evaluate instructional effectiveness
- Identify gaps in curriculum
- Verify integrity of formative and summative assessment data
- Assess 3-year cohort data

### **Michigan Students Test of Educational Progress (M-STEP)**

The M-Step is a 21<sup>st</sup> Century online test given for the first time in the Spring of 2015. It is designed to gauge how well students are mastering state standards. These standards, developed for educators by educators, broadly outline what students 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.

### **National Assessment of Educational Progress (NAEP)**

The National Assessment of Educational Progress (NAEP) is the only assessment that measures what U.S. students know and can do in various subjects across the nation, states, and in some urban districts. Also known as The Nation's Report, NAEP has provided important information about how students are performing academically since 1969. NAEP is a congressionally mandated project administered by the National Center for Education Statistics (NCES) within the U.S. Department of Education and the Institute of Education Sciences (ICS). Schools do not take NAEP every year. NAEP is given to a representative sample of students across the country. Results are reported for groups of students with similar characteristics (e.g., gender, race and ethnicity, school location), not individual students.

### **NWEA MAP:**

The NWEA MAP assessments are computer adaptive and produce accurate, reliable data that reveal the precise learning level of every student, regardless of the student's ability or grade level. MAP identifies areas of strength and opportunity at the goal level of a subject, as well as overall performance. Educators use MAP data to inform in-depth-moment instructional practice, gain insights into college readiness, and view grade-independent academic growth. MAP is a K-12 interim assessment administered by Michigan Maritime Academy three times annually. MAP produces highly accurate data on student academic growth, and reliable detailed information about what each student knows and what they are ready to learn. Every test item is anchored to a vertically-aligned equal-interval scale that covers all grades. MAP provides a consistent longitudinal measure of student growth. MMA will administer the **NWEA MAP** test three times annually.

### **Fountas & Pinnell Benchmark Reading Assessment**

All students will also be given a Fountas and Pinnell Benchmark Reading Assessment in the fall. This is a standardized reading test/tool used to determine a student's reading level, accuracy, fluency, and comprehension. The FPRA is administered individually to students by teachers and/or reading specialists. The FPRA information provides data for individualized small group instruction in the Tier 1 classroom, provides data for intervention groups, services, and curriculum, and serves as the extensive 7 Phase I Charter Application – SVSU Muskegon Maritime Academy April 2021 assessment for compliance with the Michigan 3rd Grade Reading Law. We will use this assessment data to guide our reading interventions. Follow up assessments will be given throughout the year as determined by individual reading plans and small group instructional needs.

### **Individual Reading Improvement Plan (IRIP)**

Per the state of Michigan 3rd Grade Reading Law, MMA will collect student assessment data (NWEA MAP, FP Benchmark, classroom data), to develop an individual reading improvement plan (IRIP) for students scoring below the 40th percentile on the NWEA MAP (approved initial screener). The IRIP will be used in conjunction with the students' Learning Plans. Targeted and focused interventions in reading and math will be a critical component of our program given that our students will be arriving with only 5 % proficiency in reading (MI School Data).

### **WIDA**

Per the Michigan Maritime Academy ESL handbook, any student who answers the 'Yes' to either home language survey question may qualify for ESL services. These students will be given the WIDA Screener test in the Fall to determine ESL services. All students receiving ESL services will then be given the WIDA APT test in the Spring to determine placement, progress, and as part of the program exiting process.

**SCHEDULE 13**  
**GOVERNANCE STRUCTURE**

- Board Member List
- Organizational Chart showing reporting lines and responsibilities of all staff;
- Staffing agreement, if applicable;
- Forms of Contract for all staff providing services at Academy who are directly employed by Board;

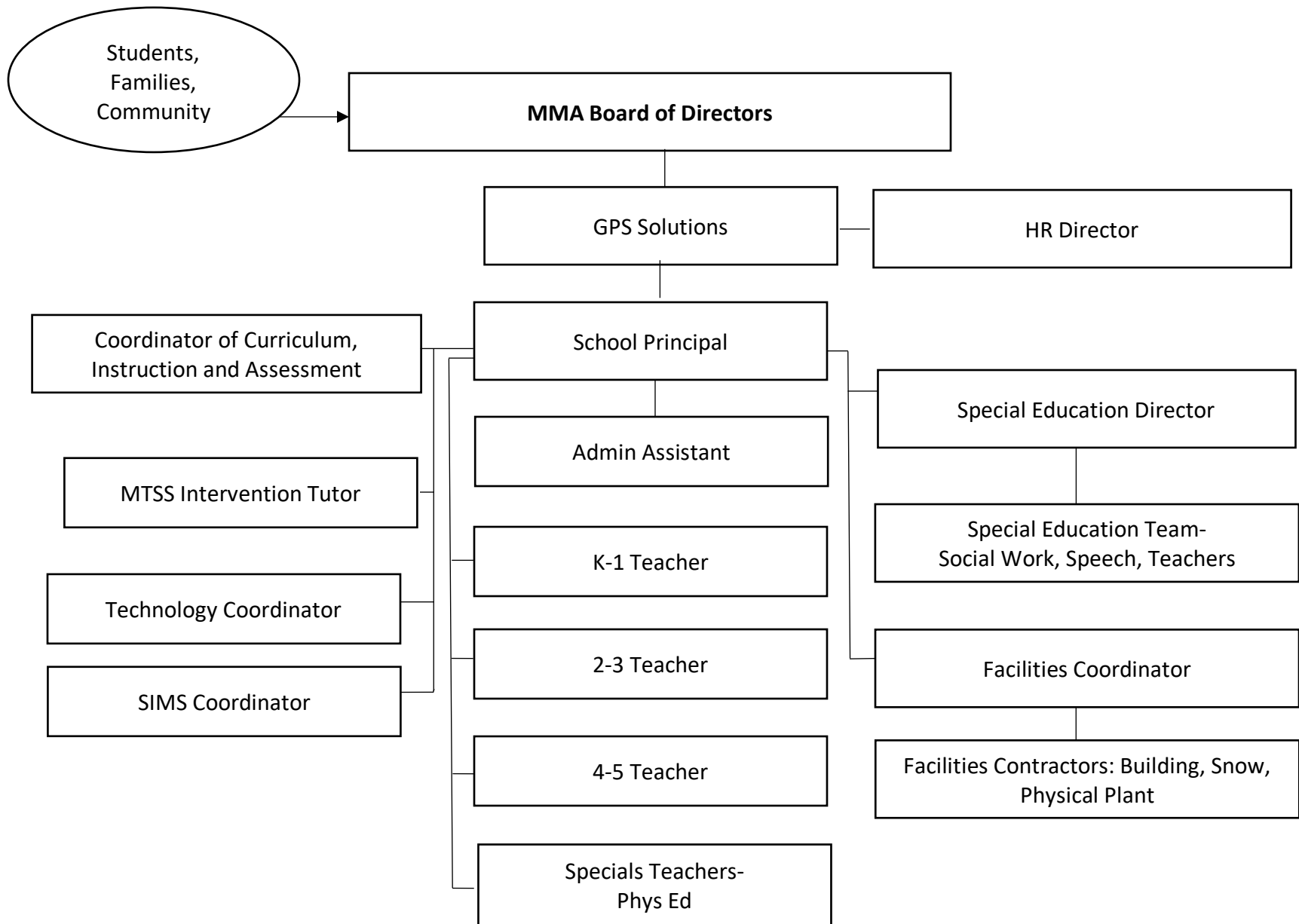
# Muskegon Maritime Academy

## Board Member List

(5 Members as of 3/1/222)

District:

Name	Address	Phone	Term
Frank Marczak <a href="mailto:mccprez@aol.com">mccprez@aol.com</a> Board President	4058 Scenic Drive Whitehall, MI 49461	(231) 730-5256 (C)	3/1/2022 - 6/30/25
Eric Hood <a href="mailto:erichood246@gmail.com">erichood246@gmail.com</a> Vice President	1410 Creston Muskegon, MI 49442	(231) 343-2706 (H)	3/1/2022 - 6/30/25
Tyrone Rule <a href="mailto:rule5@frontier.com">rule5@frontier.com</a> Treasurer	3416 Lafond Street Muskegon, MI 49444	(231) 777-2126 (h) (231) 739-2672 (w)	3/1/2022 - 6/30/2024
Yvonne Crawford <a href="mailto:yvonne.crawford100@gmail.com">yvonne.crawford100@gmail.com</a> Secretary	1290 Lawrence Ave. Muskegon, MI 49442	(231) 670-2251 (h) (231) 668-3035 (w)	3/1/2022 - 6/30/2024
Reserved for Parent			End: 6/30/2023



## **MMA Roles and Responsibilities**

### MMA Board of Directors:

- Establish school policy and govern in accordance with that policy
- Provide oversight of District leadership

### GPS Solutions:

- Oversee management, operations and performance of the district
- Oversee work of the district support team (HR, Finance, Principal, Facility, Tech, Operations, Special Ed)
- Ensure compliance of the academy/district
- Ensure effective communication between academy leadership, management, and board of directors

### GPS Director of Human Resources:

- Ensure compliance for all HR related items
- Ensure successful implementation of employee lifecycle

### Principal:

- Responsible for ensuring daily implementation of educational program- including instruction, assessment and curriculum
- Responding to the immediate needs of all stakeholders

### Admin Asst.:

- Manage front office of school and support daily business of the academy

### SIMS Coordinator:

- Ensure all pupil accounting is compliant and up to date
- Ensure data integrity of all student information management
- Preparation of all state and federal student data reports
- Manage student information system

### Technology Coordinator:

- Ensures appropriate technology inventory

MMA Phase II Application

Organizational Chart

August 2021

Page 2

- Troubleshoots, as necessary
- Maintains up-to-date knowledge and information on technology use and efficiency
- Assists in the research and development of technology grants
- Ensures bandwidth and efficient technology operations

Director of Special Education:

- Oversee implementation of special education programming, testing, compliance, IEPs

Coordinator of Curriculum, Instruction and Assessment:

- Support Superintendent and Academy Principal with the implementation of educational programming- curriculum, instruction, assessment, instructional support, coordination of intervention programming, compliance as it relates to educational program, and Title I program, coordinate IST, support with data reporting

MTSS Intervention Tutor:

- Implementation of GPS MTSS program, provide direct intervention service to students

Facilities Coordinator:

- Ensure compliance with all rules and compliance responsibilities regarding school facility
- Serve as a liaison between the academy and landlord regarding facilities issues
- Coordinate all facilities-focused vendors to monitor and ensure oversight for facilities functions

**SCHEDULE 14**  
**APPLICATION SIGNED WITH ASSURANCES PAGE**

- Original application Academy submitted to SVSU;
- Updated EMO information, if and as applicable