

RESOLUTION TO APPROVE THE REAUTHORIZATION OF PUBLIC SCHOOL ACADEMIES

WHEREAS, the University has issued contracts confirming the status of each of the following as public school academies in the State of Michigan:

Faxon Academy,
Flat River Academy,
Kingsbury Country Day School, and
Merritt Academy;

WHEREAS, the University and each of the Renewal Academies wish to extend the terms of each of the respective Contracts; and

NOW, THEREFORE, BE IT RESOLVED, that subject to the requirements of this Resolution, the term of the Contract between the University and Merritt Academy, whereby the University authorized the academy to operate as a public school academy shall be extended through June 30, 2032 (7 years); and

BE IT FURTHER RESOLVED, that subject to the requirements of this Resolution, the term of the Contract between the University and Kingsbury Country Day School, whereby the University authorized the academy to operate as a public school academy shall be extended through June 30, 2030 (5 years); and

BE IT FURTHER RESOLVED, that subject to the requirements of this Resolution, the term of the Contract between the University and Flat River Academy, whereby the University authorized the academy to operate as a public school academy shall be extended through June 30, 2029 (4 years); and

BE IT FURTHER RESOLVED, that subject to the requirements of this Resolution, the term of the Contract between the University and Faxon Academy, whereby the University authorized the academy to operate as a public school academy shall be extended through June 30, 2027 (2 years); and

BE IT FURTHER RESOLVED, that the President and/or the Director of School/University Partnerships, acting together or separately, are authorized and directed to execute such documents as may be necessary or desirable to accomplish these purposes.

Adopted by SVSU Board of Control: May 9, 2025



SAGINAW VALLEY STATE UNIVERSITY

***BOARD OF CONTROL MINUTES
REGULAR FORMAL SESSION***

MAY 9, 2025

SAGINAW VALLEY STATE UNIVERSITY
BOARD OF CONTROL
Minutes of the Regular Formal Session
Friday, May 9, 2025
1:30 p.m.

A regular formal session of the Board of Control was held on Friday, May 9, 2025, at 1:30 p.m. in Wickes Hall, Room 350.

Trustees present:

John D. Cherry, Jr., Secretary
JoAnn Crary
Lindsay Eggers, Vice Chair
Heather Gallegos
Raj Wiener, Chair
Carl Williams
George Grant Jr, Ex Officio

Trustees absent:

Ron Bacon
Vanessa Guerra, Treasurer

SAGINAW VALLEY STATE UNIVERSITY
BOARD OF CONTROL MINUTES
FRIDAY, MAY 9, 2025
REGULAR FORMAL SESSION
INDEX OF ACTIONS

BM-1278	MOTION TO REVISE THE BOARD AGENDA APPROVED	1
RES-2549	RESOLUTION TO GRANT UNDERGRADUATE AND GRADUATE DEGREES APPROVED	3
RES-2550	RESOLUTION TO GRANT AN HONORARY DEGREE TO ALBERT LEWIS LEE APPROVED	3
RES-2551	RESOLUTION TO APPROVE MASTER’S DUAL PROGRAM IN HEALTH ADMINISTRATION AND PUBLIC HEALTH (DUAL MHA/MPH) APPROVED	4
RES-2552	RESOLUTION TO APPROVE BACHELOR OF SCIENCE IN ECONOMICS AND DATA ANALYTICS MAJOR APPROVED	6
RES-2553	RESOLUTION TO APPROVE GRADUATE CERTIFICATE IN WORKPLACE CONFLICT MANAGEMENT APPROVED	6
RES-2554	RESOLUTION TO APPROVE THE REAUTHORIZATION OF PUBLIC SCHOOL ACADEMIES APPROVED	7
RES-2555	RESOLUTION TO AUTHORIZE THE ESTABLISHMENT OF A PUBLIC SCHOOL ACADEMY (MARTIN LUTHER KING, JR. EDUCATION CENTER ACADEMY) APPROVED	8
RES-2556	RESOLUTION TO APPROVE CAPITAL PROJECT – MARSHALL M. FREDERICKS MUSEUM APPROVED	12
RES-2557	RESOLUTION TO THANK THE ELECTED REPRESENTATIVES OF THE STUDENT ASSOCIATION FOR THEIR SERVICE APPROVED	12

RES-2558 RESOLUTION TO ELECT OFFICERS OF THE SVSU BOARD OF CONTROL
(REPORT FROM THE NOMINATING COMMITTEE: TRUSTEES CHERRY,
CRARY, EGGERS AND GALLEGOS)
APPROVED13

BM-1279 MOTION TO AMEND THE BOARD OF CONTROL MEETING SCHEDULE
FOR THE 2025-2026 ACADEMIC YEAR
APPROVED14

BM-1280 MOTION TO ADJOURN
APPROVED15

elected officials revealed their enthusiasm for the university. He noted that they shared encouraging feedback based on their campus visits and experiences, expressing a desire to return to campus to stay informed about ongoing university initiatives.

VI. OTHER ITEMS FOR CONSIDERATION

There were none.

VII. ADJOURNMENT

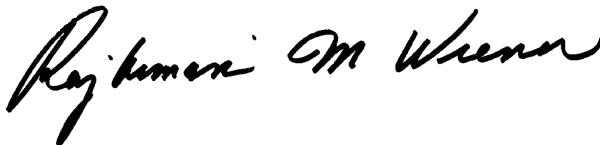
12. Motion to Adjourn

BM-1280 It was moved and supported that the meeting be adjourned.

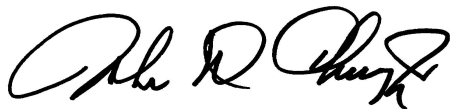
The motion was APPROVED unanimously.

The meeting was adjourned at 2:35 p.m.

Respectfully submitted by:



Rajkumari M Wiener, Chair



John D. Cherry, Jr., Secretary



Mary Kowaleski
Recording Secretary



CONTRACT TO OPERATE A PUBLIC SCHOOL ACADEMY

between

the Saginaw Valley State University Board of Control

and

MERRITT 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.	5
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.....	7
Section 3.1.	Governmental Entity.	7
Section 3.2.	Independent Status of the Academy.	7
Section 3.3.	Prohibition of Identified Family Relationships.	7
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	8
Section 4.1.	Academy’s Purpose.	8
ARTICLE V	CORPORATE STRUCTURE OF THE ACADEMY	8
Section 5.1.	Michigan Nonprofit Corporation.	8
Section 5.2.	Articles of Incorporation.	8
Section 5.3.	Bylaws.	8
ARTICLE VI	OPERATING REQUIREMENTS	8
Section 6.1.	Governance Structure.....	8
Section 6.2.	Contributions and Fund Raising.	8
Section 6.3.	Educational Goals and Programs. l.....	8
Section 6.4.	Curriculum.	9
Section 6.5.	Staff Responsibilities.	9
Section 6.6.	Admission Policy.	9
Section 6.7.	School Calendar/School Day Schedule.	9
Section 6.8.	Age/Grade Range of Pupils Enrolled.	9

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.....	10
Section 6.12.	Accounting Standards.....	10
Section 6.13.	Placement of University Student Interns.	10
Section 6.14.	Required Contents of Contracts with ESP.	10
Section 6.15.	University Board Approval of Condemnation.....	13
Section 6.16.	Reporting of Total Compensation.	14
Section 6.17.	Contract Administration.	14
Section 6.18.	Prohibition of Employment in More than One Full-time Position.	14
ARTICLE VII	COMPLIANCE WITH THE CODE AND OTHER LAWS	14
Section 7.1.	Compliance with the Code.....	14
Section 7.2.	Compliance with State School Aid Act.	14
Section 7.3.	Open Meetings Act.	14
Section 7.4.	Freedom of Information Act.	14
Section 7.5.	Public Employees Relations Act.	14
Section 7.6.	Non-discrimination.....	14
Section 7.7.	Other State Laws and Regulations and Federal Laws and Regulations.	15
Section 7.8.	Federal Laws.	15
Section 7.9.	Matriculation Agreement(s).	15
Section 7.10.	Partnership Agreement.	15
Section 7.11.	Certifications.	15
Section 7.12.	Transparency Reporting.	15
Section 7.13.	Required Statutory Disclosures.....	16
ARTICLE VIII	AMENDMENT.....	17
Section 8.1.	Process for Amending the Contract.	17
Section 8.2.	Process for Amending the Articles.....	17
Section 8.3.	Process for Amending the Bylaws.....	17
ARTICLE IX	ENFORCEMENT AND REVOCATION.....	18
Section 9.1.	Grounds for Revocation.	18
Section 9.2.	Procedures for Revoking Contract.	19
Section 9.3.	Corrective Action by Order of Reconstitution.	19
ARTICLE X	SUPERINTENDING CONTROL	21
Section 10.1.	Superintending Control in the Event of an Emergency.	21
ARTICLE XI	TERMINATION	21
Section 11.1.	Grounds for Termination by the Academy.	21
Section 11.2.	Procedures for Terminating Contract.....	21

ARTICLE XII	PROVISIONS RELATING TO CHARTER SCHOOLS	22
Section 12.1.	Saginaw Valley State University Faculty Employment in the Academy.	22
Section 12.2.	The Academy Faculty Appointment to Saginaw Valley State University Faculty.	22
Section 12.3.	Student Conduct and Discipline.....	22
Section 12.4.	Employment Qualifications for Classroom Teachers.....	22
Section 12.5.	Criminal Background Check.....	22
Section 12.6.	Academy Budget.	22
Section 12.7.	Transportation.	22
Section 12.8.	Intramural and Interscholastic Sports.	22
Section 12.9.	Legal Liabilities.....	22
Section 12.10.	Lease and Occupancy and Safety Certificates.	23
Section 12.11.	Deposit of Public Funds by the Academy.	23
Section 12.12.	Unprofessional Conduct Check.	23
ARTICLE XIII	INSURANCE AND INDEMNIFICATION	23
Section 13.1.	Insurance.....	23
Section 13.2.	Minimum Insurance Coverage.....	23
Section 13.3.	Additional Insurance Requirements.	24
Section 13.4.	Indemnification.	24
ARTICLE XIV	GENERAL TERMS	25
Section 14.1.	Notices.	25
Section 14.2.	Severability.	25
Section 14.3.	Successors and Assigns.	25
Section 14.4.	Entire Contract.	25
Section 14.5.	Assignment.	25
Section 14.6.	Non-Waiver.	26
Section 14.7.	Construction.	26
Section 14.8.	Force Majeure.	26
Section 14.9.	No Third-Party Rights.	26
Section 14.10.	Non-agency.....	26
Section 14.11.	Governing Law.....	26
Section 14.12.	Counterparts.....	26
Section 14.13.	Term of Contract.	26
Section 14.14.	University Board General Policies on Charter Schools Shall Apply.	26
Section 14.15.	Compliance with All Applicable Law.....	27
Section 14.16.	Contract Submission to MDE.	27

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 Merritt 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 2025.

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 Merritt Academy, which is established as a public school academy pursuant to this Contract, is located within the New Haven Community Schools in the Macomb Intermediate School District.
- (b) “Academy Board” means the Board of Directors of the Merritt 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 Posers 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 Merritt Academy as a public school academy.
- (o) “State Board of Education” means the State Board of Education, established pursuant to the Michigan Constitution of 1963, Article 8, Section 3.
- (p) “State Superintendent” means the State Superintendent of Public Instruction.
- (q) “The Charter Collaborative” (charter office) means the office charged by the University Board with overseeing authorized public school academies, schools of excellence and strict discipline academies.
- (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 Charter Collaborative 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 Charter Collaborative 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 the charter office, it submits forms of the proposed financing documents (including term sheet, amortization schedule and cash flow) to the attention of the Director of The Charter Collaborative 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 the charter office simultaneous with submission to the State Aid Note Program staff. The Charter Collaborative's nondisapproval of any transaction hereunder is not a representation by the charter office of any aspect of the Academy's operations, the Academy's creditworthiness, 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 The Charter Collaborative at least thirty (30) days prior to closing and obtains his/her written nondisapproval of the transaction. The Charter Collaborative's nondisapproval of any transaction does not mean that the charter office expresses or implies any opinion as to the veracity or completeness of any representation made in any offering document or that The Charter Collaborative is making any representations of the Academy's creditworthiness 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 The Charter Collaborative.
- (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 The Charter Collaborative. 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 The Charter Collaborative 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.

Section 7.13. Required Statutory Disclosures. The Academy shall ensure that the names of Saginaw Valley State University and the primary educational management organization, if applicable, must appear and be verbally provided, as applicable, on all of the following:

- (a) Unless prohibited by a local ordinance or local zoning authority, signage that is on the Academy's property and is erected, repaired, or installed on or after April 2, 2025;
- (b) Promotional material that is created, modified, or distributed on or after April 2, 2025;
- (c) The footer of the Academy's website pages; and
- (d) The school application that a student must submit to enroll in the Academy.

For purposes of this section, “primary educational management organization” shall have the same meaning as defined in MCL 380.503.

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 Charter Collaborative 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 Charter Collaborative Director determines, in his or her discretion, that the closure of one or more sites as directed by the Department creates a significant economic hardship for the Academy as a going concern or the possibility of a mid-year school closure, then The Charter Collaborative 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 Board shall consider the Academy's request no later than its next regularly scheduled meeting.
- (c) Effective Date for Termination. If the President determines that grounds exist for termination of this Contract, the Academy Board must 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
The Charter Collaborative
Saginaw Valley State University
7400 Bay Road
University Center, Michigan 48710

If to Academy:

Board President
Merritt Academy
59900 Havenridge Road
New Haven, Michigan 48048

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, 2025, and shall remain in full force and effect for a period of seven (7) academic years, ending June 30, 2032, 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:

Merritt Academy,

a Michigan Public School Academy

UNIVERSITY:

Saginaw Valley State University

Board of Control

By:

John R. Dwyer

By:

Its:

Board President

Its:

President

Date:

5/22/25

Date:

ACADEMY:
Merritt Academy,
a Michigan Public School Academy

UNIVERSITY:
Saginaw Valley State University
Board of Control

By: _____

By: George Gantje

Its: Board President

Its: President

Date: _____

Date: 6/2/25

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) under Part 6A of the Revised School Code of 1976, as amended (the “School Code”), schools of excellence (SOE’s) under Part 6E of the Code, schools of excellence that are cyber schools (Cyber Schools) under Part 6E of the Code and strict discipline academies (SDAs), as described in section 1311b of the School Code.

It is the purpose of this policy to set forth criteria and procedures for the administration of the SVSU Board’s responsibilities under the sections of the School Code listed above. However, this Policy Statement is intended as a guideline only and the validity of a PSA Contract (“Contract”) shall not be affected because of a departure from one or more of these criteria or procedures in approving the Contract.

The SVSU Board will consider the approval of contracts for PSAs in order to provide eligible students with enhanced opportunities to achieve the objectives of Article VIII of Michigan’s Constitution of 1963. 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 a proposed PSA can and will meet educational needs of those who are presently inadequately served by offering a quality educational program that is both responsive to those needs and has the means and resources necessary to accomplish its educational goals.

II. Application Process

The School/University Partnership Office will use a two-phase application process to identify potential PSA’s to enhance its portfolio. The open application process accepts proposals for all interested individuals and groups that may have a unique idea for developing a PSA. Each Phase I application will be reviewed by the School/University Partnership Office and a determination will be made to offer an extended Phase II application. Proposals that meet University requirements, University mission, vision and core values and the requirements of the respective statute governing the specific type of PSA will be considered for authorization.

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 items listed as required under the School Code for the specific type of PSA being proposed.
- B. Documentation providing evidence 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 that would give it particular qualitative dimensions not otherwise available to students.
- D. A description of programs or efforts the PSA will undertake to ensure that it will attract and meet the needs of a culturally, economically and ethnically diverse student body.
- E. A copy of financial planning documents describing the proposed academy's operating budget and capital needs and resources for a five-year period.
- F. 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.
- G. A statement about how the proposed PSA will align with SVSU's mission, vision and core values.
- H. Additional and supplemental information or documents may also be requested by the SVSU Board on a case-by-case basis.

III. Evaluation Process

Applications will be evaluated by the SVSU Board, or its designee, on a competitive basis, taking into consideration the requirements of the particular section of the School Code under which the proposed PSA is seeking to be authorized. The SVSU Board, in its sole discretion, may retain the services of an independent consultant-evaluator to review and evaluate the application 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.

It is expected, but not assured, that the process of evaluating applications will require 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. The SVSU Board is not required to issue a charter contract.

IV. Operation and Oversight of Public School Academies

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

- A. Requirements by the particular section of the School Code under which the applicant is seeking to be authorized.
- B. An initial contract term 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 (to be renewed annually).
- D. A requirement that the PSA will comply with 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 School Aidas compensation for administrative costs it incurs for its oversight functions and service as fiscal agent.
- F. A provision that the PSA will not have or maintain any affiliation with a church or other religious organization that would disqualify it under the State or federal constitution from receiving public support.
- G. 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.
- H. 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.
- I. 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 adhere to the insurance coverages as required by the Michigan Universities Self-Insurance Corporation (M.U.S.I.C).
- L. A provision providing that the PSA recognizes and agrees to the grounds provided for revocation of its contract as set forth in the provisions required by the particular section of the School Code 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. Schools should have a minimum enrollment of 50 students. 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:

- A. 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.
- B. All members of a PSA Board shall be citizens of the United States and residents of the State of Michigan.
- C. 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 should submit two names for each vacancy that exists on the Board of Directors after the initial board has been installed.
- D. The SVSU Board shall approve appointments to the PSA Board of Directors.
- E. 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.
- F. The SVSU Board reserves the authority to remove any person from membership of a PSA Board at its sole discretion for cause.
- G. In the event that one or more vacancies develop on the Board of Directors of a PSA such that the board does not have a minimum number of directors required by the Policy 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.
- H. The PSA Board shall complete a "Conflict of Interest" assurance form annually.

SCHEDULE 2
FISCAL AGENT AGREEMENT



FISCAL AGENT AGREEMENT – SCHEDULE 2

This Agreement is made as of July 1, 2025, and shall have an effective date of July 1, 2025, 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 Merritt 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, 2025, 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
 Merritt Academy
 59900 Havenridge Road
 New Haven, Michigan 48048

To the Fiscal Agent: Director
 The Charter Collaborative
 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:

Merritt Academy

Saginaw Valley State University

By: 
Title: Board President
Date: 5/22/25

By: _____
Title: Director, School/University Partnerships
Date: _____

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:

Merritt Academy

By: _____

Title: Board President

Date: _____

AUTHORIZING BODY:

Saginaw Valley State University

By: 

Title: Director, The Charter Collaborative

Date: 5/27/2025



ACKNOWLEDGEMENT OF RECEIPT

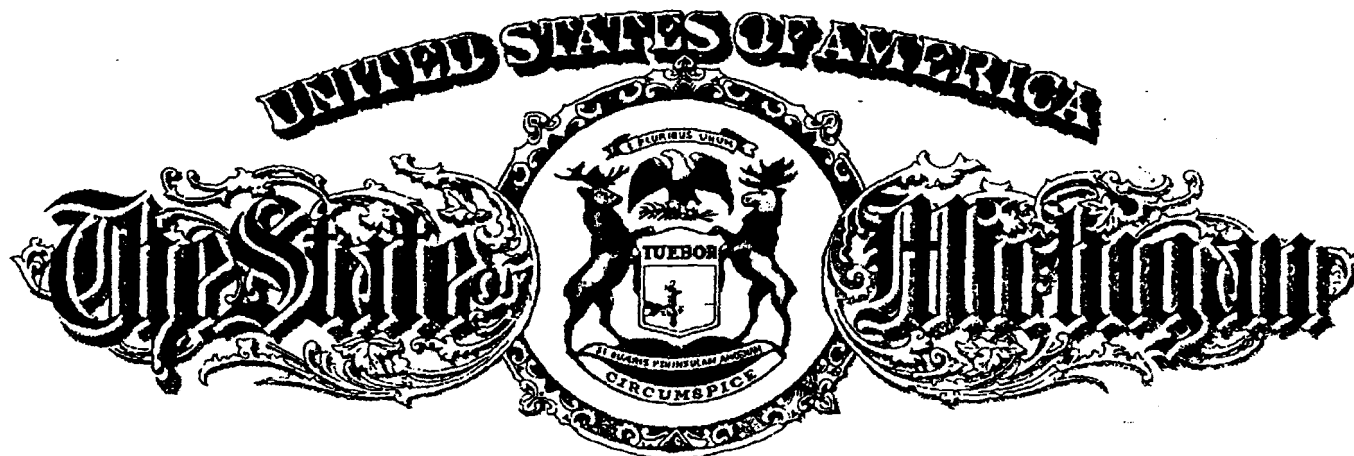
The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the forgoing Fiscal Agent Agreement that is part of the Contract issued by Saginaw Valley State University to the Merritt Academy.

By: David Boyne

David Boyne, Director
State Finance Division, Bureau of State and Authority Finance
Michigan Department of Treasury
430 W. Allegan Street
Lansing, Michigan 48922

Date: July 7, 2025

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



Lansing, Michigan

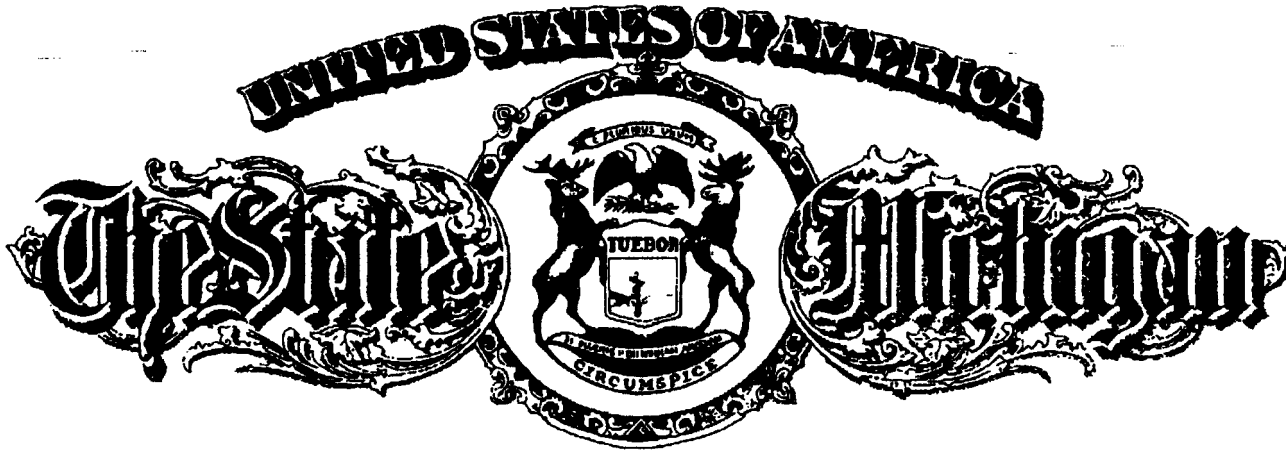
This is to Certify that the annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.

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

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 20th day of December, 2004

Andrew S. Mettelf, Director

Bureau of Commercial Services

**Department of Licensing and Regulatory Affairs****Lansing, Michigan**

This is to Certify That

MERRITT ACADEMY

was validly incorporated on May 28, 2002, as a Michigan nonprofit corporation, and said corporation is validly in existence under the laws of this state.

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

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



Sent by Facsimile Transmission
1062658

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 10th day of January, 2012.

[Signature] Director

Bureau of Commercial Services

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES	
Date Received DEC 17 2004	(FOR BUREAU USE ONLY) FILED DEC 20 2004
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Name Rhonda D. Walburn, Esq.	Administrator BUREAU OF COMMERCIAL SERVICES
Address 38825 Woodward Ave, Suite 2000	
City Bloomfield Hills, Michigan 48304-2970	State MI Zip Code 48304-2970
EFFECTIVE DATE:	

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

RESTATED ARTICLES OF INCORPORATION
For Use by Domestic Nonprofit Corporations

OF
Merritt Academy

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

1. The present name of the corporation is: **Merritt Academy**
2. The identification number assigned by the Bureau is: **778967**
3. All former names of the corporation are: **Not applicable**
4. The date of filing the original Articles of Incorporation was: **May 28, 2002**

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

RECEIVED

DEC 20 2004

MI DEPT. OF LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES

ARTICLE I

The name of the public school academy is: Merritt Academy

The authorizing body for the academy is the Saginaw Valley State University Board of Control.

ARTICLE II

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

1. The academy is organized for the purposes of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code.
2. The academy, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the academy shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit school organized under the laws of the State of Michigan and subject to a contract between the school and its authorizing body allowing the school to operate as a public school academy as authorized under the Code.
3. Additionally, the academy is organized for the purpose of instilling academic excellence, character development, a love for life-long learning and service to others and will eventually include grades K-12.

ARTICLE III

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

The value of the assets, as of June 30, 2004, which the academy possesses is:

Real Property; \$0

Personal Property of furniture and equipment: \$231,460

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

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

6. Donations
7. Fees and charges permitted to be charged by public school academies.
8. Other funds lawfully received.

ARTICLE IV

The address of the initial registered office is:

59900 Havenridge Road
New Haven, Michigan 48048

The mailing address of the initial registered office is:

59900 Havenridge Road
New Haven, Michigan 48048

The name of the initial resident agent at the registered office:

Jacqueline Moore

ARTICLE V

The name and address of the incorporator(s) is/are:

Jacqueline Moore
58765 Havenridge Road
New Haven, Michigan 48048

ARTICLE VI

The academy is a governmental entity.

ARTICLE VII

No part of the net earnings of the academy 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 academy 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 academy 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 academy, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the academy, dispose of all of the assets of the academy to the Saginaw Valley State University Board of Control; provided however, that property acquired substantially with funds appropriated under the State School Aid Act of 1979. Act 94 of the Public Acts of 1979, as amended, shall be transferred to the State of Michigan upon the dissolution of the academy.

ARTICLE VIII

The academy and its incorporators, members of its Board of Directors, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Act No. 170 of the Public Acts of 1964, as amended, being MCL 691.1407.

ARTICLE IX

These Articles of Incorporation shall not be amended except by the process provided in the contract executed by the academy and the Saginaw Valley State University Board of Control ("University Board"), allowing the school to operate as a public school academy. This process is as follows:

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, 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 University President or the President's designee, the University Board shall consider and vote upon a change proposed by the academy Board of Directors following an opportunity for a written and oral presentation to the University Board by the academy Board of Directors.

The University Board, 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 academy Board of Directors may delegate to an officer of the Academy the review and negotiation of changes or amendments to the Articles of Incorporation. These Articles of Incorporation shall be amended as requested by the University Board upon a majority vote of the academy's Board of Directors

ARTICLE X

The Board of Directors shall have all the powers and duties permitted by law to manage the business, property and affairs of the academy.

ARTICLE XI

The academy 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 academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization.

These Restated Articles of Incorporation are hereby duly adopted on this 16 day of December, 2004 in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate, and do further amend the provisions of the Articles of Incorporation and were duly adopted by the Board of Directors. The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

Signed this 16 day of December, 2004

By Jay Eugene Moore
_____, President

BLOOMFIELD 27491-2 667218-02

SCHEDULE 4
ACADEMY BYLAWS SIGNED BY ACADEMY DESIGNEE

AMENDED AND RESTATED BYLAWS

OF

MERRITT ACADEMY

ARTICLE I

NAME

This organization shall be called MERRITT ACADEMY

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 New Haven, County of Macomb, 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 ("Codes"), as amended, MCL 350.501 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 June or December University Board meeting, the University Board shall select members from the list of nominees at its June or December meeting. 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. The University Board may reject all nominees submitted by the Board of Directors and in such event, the University Board may nominate and appoint an individual of its own choosing.

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 5. 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. Members of the Board of Directors shall include residents, business people and educators from the community. 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, with or without cause 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 a 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 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.

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 Directors 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.

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 prior to July 1, 2002. 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 of Directors.

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 of Directors; (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 be 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 a 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 evidences 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 a 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 evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the 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.

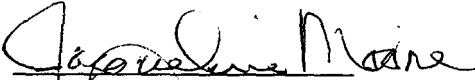
ARTICLE VIII SEAL

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 Amended and Restated Bylaws may be altered, amended or repealed and new Bylaws may be adopted 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 Amended and Restated 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 Amended and Restated Bylaws were adopted as and for the Bylaws of the Merritt Academy in an open and public meeting, by unanimous consent of the Board of Directors on the 16th day of December


Jacqueline Moore
President

BLOOMFIELD 27491-2 657216v04

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.

SAGINAW VALLEY STATE UNIVERSITY STANDARDS FOR AN EDUCATIONAL PROGRAM MERRITT ACADEMY

Adopted 6/28/2018
Updated and Approved 3/20/2025

STANDARD I: Implementation, Delivery, and Support of the Educational Program and Curriculum

KEY QUESTION: Is the Public School Academy's (PSA) mission an integral part of the school's culture?

AREA OF INQUIRY A: Mission

MISSION STATEMENT- "The mission of Merritt Academy is to instill in its students' academic excellence, character development, a love for lifelong learning and service to others."

The mission statement above is understood and integrated into the culture of Merritt Academy. Some examples of this are: restating the mission and vision statement in our morning announcements, rigorous lesson planning which leads to differentiated instruction, monthly character education traits to review/celebrate the virtue of the month, a required 15 hours per year of community service for our high school students, MTSS (Multi-Tiered Student Support) program for individualized instruction, and recognition of those who achieve academic excellence.

1. Leadership, staff, and students understand the mission of the school.
2. The mission is integrated into the culture of the school.

KEY QUESTION: Does the PSA's Educational Program focus on high academic achievement for all students?

Merritt Academy focuses on developing high academic standards for all students. The curriculum is based on the Common Core Standards, which were developed based on research and best practice standards. The mission statement supports the implementation of the Common Core Standards and the rigor they promote. The curriculum is delivered through best practices and Teach Like a Champion strategies. The program is outlined in pacing guides. These standards are assessed at the end of each HMH module in reading and math. This allows teachers to make modifications to their instruction and reteach concepts in a timely manner.

AREA OF INQUIRY B: Educational Program

1. The PSA's mission statement, vision statement, and a statement of their beliefs are provided.
2. Research supporting the mission and beliefs is provided.
3. A description is provided as to how the PSA delivers the curriculum in order to fulfill its mission and beliefs.
4. The Educational Program outlines the approach(es) used to deliver the written curriculum in order to engage students in learning. The approaches reflect the beliefs of the PSA.
5. All students are 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.
6. The Educational Program provides for adaption 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.
7. The PSA's assessments (e.g., summative & formative) used to ensure progress toward the mission and goals of the PSA are delineated.
8. A method of evaluation is used to determine effectiveness of the implementation, delivery, and support for the PSA's Educational Program.

Merritt Academy's mission and vision statement is provided to teachers, parents, and students as it is important everyone is familiar with it. Both are in an informational pamphlet that is handed out to each family at the beginning of the year. The mission statement is also on the school letterhead. Either the mission or vision statement is part of the morning announcements which are heard school wide. More importantly the mission and vision statement are witnessed through the actions of administration, teachers, students, and parents daily. The school collects research on the mission and vision statement through surveys from staff and parents.

The following list of core values and beliefs reflects what is truly important to us as an organization. Many people feel that Merritt Academy is an exciting school of which to be a part of. These core values are the primary reasons for this feeling, and they transcend our size and growth rate. By maintaining these core values, we can preserve what has always been special about our school. They are the heart and soul of what makes Merritt a great place to be!

1. Merritt Academy develops **strong personal relationships** with parents through written communications, phone calls and parent/teacher conferences. We believe in the power of teamwork. Children flourish when students, teachers, and parents work together to optimize learning.

2. We firmly believe that **character matters**. We have a character education program that is based around students learning the pillars that help make an orderly, respectful and civilized society.
3. Merritt Academy will help each **student discover and develop his/her unique gifts, talents and abilities**. We will do this by maintaining a class size of 25 students, utilizing teaching methods that encourage imagination and creativity, creating an environment in which each student can discover and develop his/her unique gifts, talents and abilities, and selecting and training staff who will help each individual student recognize and attain his/her highest potential.
4. Merritt Academy will **promote academic excellence for all students** in the core curriculum of math, language arts/reading, social studies and science. We will do this by maintaining high expectations and performance standards, motivating students to attain mastery in the core curriculum areas, develop an educational team who will utilize innovative and research-based methodologies for teaching, develop programs to support and challenge each student, develop academic co-curricular programs/activities to support and challenge each student, and an academic excellence committee will oversee the selection of quality textbooks and materials.

Merritt Academy communicates its curriculum to teachers through monthly pacing guides. These pacing guides are based on the most recent standards provided by the state for all subject areas. The Common Core Standards support the schools mission and vision for high academic expectations and help to encourage a love for lifelong learning. The curriculum is delivered through a variety of methods including whole group instruction and hands-on learning. Merritt Academy has also developed a program to differentiate instruction to meet the individual needs of the students. The school looks at student data to focus on student strengths and weaknesses to help them reach their fullest potential.

All students are taught using pacing guides that have been developed by TRG for their schools. These pacing guides have been carefully developed by using the Common Core Standards and are carefully monitored by administration to make sure all standards are being taught. Also, there are module assessments in math and ELA that are given at the end of every module to make sure the students have a full understanding of the curriculum that has been taught. This gives us constant data to look at which drives our MTSS program, opposed to only using three times a year we look at NWEA/MAP testing or the once-a-year schools look at M-Step and PSAT/SAT results.

The Educational Program at Merritt provides all students (high, low, at level, and ELL) with the best chance to be successful no matter what their level they are at. We specialize in differentiated instruction! We have programs in place and certified staff to have a successful program. Merritt Academy has a program call MTSS (Multi Tiered Student Support) that runs in our school every day for a total of 80 minutes in math and reading (40 minutes for each) for students in K-5. Also, the middle school students in grades 6-8 have a 60-minute period every day. The students in all grade levels are instructed in math and reading based on students' strengths and weaknesses by grade level teachers, special education teachers, and MTSS Specialists. The students are divided up based on their data on NWEA/MAP.

Our special education program is run by having the resource room teachers having small group pull-outs during MTSS time. It is our goal for our special education teachers NOT to be just teachers that go over assignments, address behavior concerns, and all the other items that they are labeled with. We WANT our special education teachers to address deficiencies with students who are struggling readers and well below in math.

Our assessments that are utilized and looked at most often are the module assessments from HMH. These have been developed by The Romine Group and align to the pacing found in HMH. These assessments correlate with the pacing guides and are looked at by teachers and administration to drive instruction, and on track for content mastery. MTSS lessons are created to help students improve on areas where they did not perform well on. Also, three times a year our students take NWEA/MAP test. This data is also utilized to drive instruction for the classroom teachers and by the MTSS teachers. All this data directly correlates to everything our mission and vision statement stand for.

Teachers are evaluated two times a year, with numerous walkabouts leading to the final evaluation. Teacher evaluations are conducted using the Charlotte Danielson model. The key to the evaluations and walkabouts is to give the teachers quality feedback, as often as possible. We do walkabouts for each teacher about 2 to 5 times a semester, and these walkabouts lead to their final evaluation, which consists of two formal observations per school year, unless a teacher meets set criteria, then they have one formal evaluation a year.

We also get quality feedback about our educational programs from parents as we do a parent survey near the end of the second semester each year. The feedback we get from these surveys is priceless and it tells us if the educational programs at our school are successful in the parent's eyes.

Research is coming from Management Company as requested by SVSU in feedback.

KEY QUESTION: Does the PSA's Written Curriculum support high academic achievement for all students?

AREA OF INQUIRY C: Written Curriculum

1. The Written Curriculum is consistent with the Educational Program set forth in the PSA contract.
2. The Written Curriculum demonstrates a logical sequence of learning standards aligned to state and national requirements

KEY QUESTION: Does the PSA have processes for monitoring and reviewing the Written Curriculum to ensure high academic achievement for all students?

We use the pacing guides that were created by teachers and The Romine Group. These pacing guides are aligned directly to Common Core Standards and aligned to HMH pacing. These pacing guides include instructional strategies outlined. All the staff was trained on how to use the information in the pacing guides in August 2013. Additional training has been provided as

the curriculum has changed over the years. New staff members receive training as part of their induction. The pacing guides for math and language arts were just redone and aligned with the Common Core Standards. Science has been redone to align with the Next Generation Science Standards. Social Studies will be redone to align with the new standards when they are adopted.

Merritt Academy does have a process that monitors and reviews the written curriculum. We do this by having regular professional development days, data meetings, PLC's, and grade level meetings where the staff and administration look at the HMH module assessments that the students take based upon the curriculum taught during that month. Teachers and administration look at how well the students understood the material taught during the previous month. Then, our teachers plan lessons and make post assessments to address any areas of weakness. The teachers re-teach these concepts during their daily math lessons so we are fixing the problem now instead of fixing the student deficiencies later down the road. Also, during these meeting times our staff is looking at the upcoming months pacing guide, along with the HMH module assessment, to look for any problem areas or areas of concentration that need to be addressed.

KEY QUESTION: Does instruction support high academic achievement for all students?

AREA OF INQUIRY E: Instruction

1. Instruction is consistent with the Educational Program.
2. The purpose/objective of the lesson is shared with students.
3. Instruction utilizes research-based instructional strategies and methodologies consistent with the Educational Program.
4. Instruction is engaging and emphasizes high-level thinking skills.
5. Instruction is rigorous and prepares students for meeting standards.
6. 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.
7. Assessment data is utilized to guide classroom instruction.
8. Instruction is aligned with the Written Curriculum.

The guidelines and expectations of instruction are highly regulated and monitored at Merritt Academy. Every week teachers carefully develop, design, and implement lesson plans for each lesson they teach. We have been able to help teachers develop thoughtful lesson plans by developing our lesson plan template. The lesson plan template allows for organized and meaningful lesson planning. The template also gives administration the ability to see the level of each teacher's plans, before they implement them. It also includes the ability to see which standards have been taught, as well as how often they were taught, and when they were taught.

Along with the lesson plan template we have also developed and implemented common pacing guides and HMH module assessments (and remediation). These two things have also ensured that all instruction that takes place at the academy is consistent with our education plan.

Every day, for every lesson, in every classroom, the learning objectives are posted for students to see. They are written in kid friendly language, so students are able to anticipate what they will be learning and what the end goal is. The instructors present the objective to the class before each lesson.

There are reading, writing, and behavior management programs being used every day and with great success. These programs and strategies include ways to teach and remediate students at varying ability levels. Some of these methods are:

- EBLI – reading remediation
- Teach like a Champion – behavior management, reading comprehension

Merritt Academy strives to provide engaging instruction and emphasize high level thinking skills for all its students, no matter what their learning level. One way Merritt achieves this is by using strategies presented in “Teach like a Champion,” by Doug Lemov including “Do Now,” “Format Matters,” and “Stretch It”. Every day, each class begins with a short do now; this ensures students begin working from the time they step foot in the classroom. Teachers use “do nows” as opportunities to get students thinking about the lesson planned for the day, review information from the previous day, or to remediate previous concepts learned that may need to be revisited. “Format Matters” and “Stretch It” are also used by teachers regularly. “Format Matters” is used to correct students’ daily speech and presentation skills to prepare them for the professional world; “Stretch It” is a process used, especially with advanced students, to increase rigor by asking them a series of prompting questions, after the initial question, to further their thinking and expand on the topic.

Along with the several “Teach like a Champion” strategies used, Merritt Academy teachers also incorporate Bloom’s taxonomy into their daily objectives and lesson plans, uses academic vocabulary with students regularly, differentiates instruction for advanced and below level learners to appeal to multiple intelligences, and takes advantage of cross curricular learning. When inputting daily lesson plans, teachers choose Bloom’s taxonomy words to create their objectives for students to ensure that multiple levels of higher level thinking are being achieved, from knowledge and comprehension to synthesis and evaluation. Academic vocabulary words are both taught and used daily in assignments and in speech to prepare students for higher education, standardized testing, and the professional world. Instruction is differentiated daily to incorporate multiple intelligences. We recognize each student learns differently; to accommodate this, assignments, instruction, and evaluations differ in their format from day to day. When appropriate, teachers also take advantage of cross curricular learning opportunities. One example of this occurred when ninth grade students were learning about the Holocaust in social studies, and reading the book “Night,” by Elie Wiesel, in English. The two teachers teamed up to take their students to the Holocaust museum in Farmington Hills so students could make a connection between the text they were reading in both English and social studies, to a real-life experience. Through this cross curricular learning opportunity, students were able to listen to a real-life

Holocaust survivor, while reading about a survivor's personal account and learning about the event in social studies. Along with cross curricular learning, this appealed to multiple intelligences and challenged students to make connections and apply higher level thinking skills.

Merritt Academy also prides itself on student centered learning and student generated questions. Students are actively involved in their learning process by generating their own questions that they would like to answer in each subject area. This engages students and allows them to take ownership over their learning, making it more appealing to each individual student.

Merritt Academy employs many techniques and strategies for meeting the needs of all learners. Teachers identify, in each lesson plan, how they will adapt that lesson to reach above level students, below level students, and students with an IEP. Teachers at Merritt Academy have been trained in teaching strategies found in *Teach Like a Champion*. Through this text, teachers have learned many effective strategies. For example, teachers encourage students to stretch their knowledge by not simply giving the answer being asked for, but to also make additional connections and new observations. Teachers do not let students opt out of answering, rather they encourage learning from peers by having students repeat new understanding that they have gained after listening to a peer explain an answer they didn't understand. Students are challenged to always be alert and digesting information as they may be called upon at any time to answer a question, or evaluate a topic. Teachers require that students are constantly in professional mode in the classrooms - beginning class in a professional manner by shaking hands and requiring that students always speak and write in a professional format. Teachers ensure that no element of a topic is missed by fleshing out topics and reviewing multiple aspects of a topic.

Teachers also work closely with special education teachers to ensure that the needs of students with IEPs are met. Special education teachers provide access to not only themselves for consultation on individual students, but also documents that provide ideas for making accommodations for students that will encourage them to learn to be successful on their own in the classroom. Teachers provide supplemental materials such as teacher notes, additional text, and helpful websites to help special education students synthesize material. Teachers also aim to help special education students work on general skills that will help them succeed in the classroom such as organizational skills, note taking skills, and test taking skills.

Teachers at Merritt Academy strive to meet students where they are at and encourage them to make strides and be successful. Whether a student is above level, below level, or receiving assistance with an IEP, Merritt Academy teachers have many techniques in their repertoire that will encourage students to gain new understanding, new skills, and grow as the successful students they are capable of being.

Merritt Academy has greatly improved at the task of utilizing data to drive classroom instruction. Some teachers have just begun the journey in how to continually analyze data and integrate the results into daily routine. Other teachers are more experienced at this task and continually help and guide teachers that may struggle. It is best practice at Merritt Academy to monthly assess students' learning that is aligned to our written curriculum. We have developed monthly assessments, which align to our pacing guides developed using Common Core State Standards. After assessments are given, our process is to delve into the data by examining each standard and determining what needs to be reviewed again based on priority. We determine this

propriety by breaking down the data into four categories: advanced, proficient, basic, and below basic. Teachers remediate starting at the standards that fell in the below basic and work their way up.

Merritt Academy aligns their instruction by following a strict pacing guide developed from the Common Core State Standards. Each standard is carefully grouped with others to make the instruction flow in a way that helps the students understand the material better. Each lesson is developed based off the standards to provide guidance and support to the students. Each week, the teachers at Merritt are responsible for creating in-depth lesson plans that are aligned to the curriculum and specifically state how they plan on teaching to above level students, below level students, and the gap between them.

KEY QUESTION: Does the PSA have processes for monitoring and reviewing instructional planning?

AREA OF INQUIRY F: Review of Instructional Planning

1. Evidence of implementation of instructional planning processes to ensure delivery of the written curriculum (alignment of written and taught curriculum) is provided.
2. Evidence of monitoring processes to ensure effective instructional planning is provided.

Instructional planning is paramount at Merritt. Curriculum pacing guides are available on the lesson planning template and are easily accessible. When all educators are entering lesson plans, standards that are being taught are identified and are then tracked by the lesson planning program to ensure that the written and taught curriculum are aligned correctly.

Using the lesson plan template ensures that effective instructional planning is occurring because of the tracking of content covered. Teachers can determine easily if they have missed any instructional content and implement lessons to target the content. Also, the use of the pacing guides ensures that the content that needs to be covered is being done so in a manner that is beneficial for the students.

KEY QUESTION: Does the PSA use assessments effectively to ensure high academic achievement for all students?

AREA OF INQUIRY G: Assessment

1. Classroom assessments are consistent with the Educational Program.
2. Classroom assessments are aligned with the written curriculum and instruction.
3. Assessment results are used to inform curriculum and instruction and to improve student learning.

4. Assessment results are used to identify student needs and design interventions to improve individual student performance.
5. Student assessment results are reported to the PSA's Board, staff, students, and parents.

Assessments are tied directly to the standards that are to be taught each month. Using HMH assessments that have been created specifically to determine student progress on the content of the month, allows for assessments to be consistent with the educational program.

Classroom assessments are aligned with the pacing guides (curriculum). Therefore, the instruction is also aligned due to the nature of the planning. Instruction follows the pacing guides and is then assessed using common assessments targeting the standards that were taught in a specific month.

Assessment results are constantly used to inform instruction. Educators assess the data from the monthly assessments and then determine areas of need. Those standards are then re-taught and post-assessments are given to ensure student understanding of content.

Using HMH data, student need is determined and then intervention is implemented to improve student performance. This intervention may take that place in small group or one-on-one instruction for the child. Results are also used by resource room teachers to assist them with intervention instruction for students on their caseload.

Student assessment results are reported to our Board, staff, students, and parents. The staff has access to the results of all students assigned to them. Students and parents are made aware of results through verbal and written communication.

STANDARD II: Leadership Support of the Education Program

KEY QUESTION: Does leadership promote and support the academic achievement of all students?

AREA OF INQUIRY A: Leadership

1. Leadership oversees the implementation of the Educational Program.
2. Leadership monitors academic performance and progress.
3. Leadership uses student achievement data to inform school improvement.
4. Leadership monitors implementation and effectiveness of the School Improvement Plan and Professional Development Plan.

One of the main jobs of the leadership is to oversee the implementation of the educational program. This includes several different aspects of the school. First, the day to day

implementation of the curriculum taught in the classrooms. This is done through monitoring lesson plans on a weekly basis and then the leadership conducting classroom walkabouts. Another portion of the program is the monitoring of student progress and achievement on both standardized test as well as monitoring on-going daily progress. Merritt Academy uses 30-day assessments to monitor student progress on a regular basis. Concepts that are not mastered are retaught during the classroom's daily math lessons. The leadership meets with teachers at monthly data meetings to discuss concerns and talk about student progress class and more individually. The leadership takes an active role in looking at and analyzing standardized M-STEP and NWEA/MAP data. Both sets of data are used to look for common areas of weakness and identify students for certain pull-out programs as appropriate.

Data is the guiding force behind developing the school improvement goals for the school. General goals are developed for all subject areas and then broken down more specifically by grade groupings which are more focused. The goals are considered when developing professional development for the staff. The focus of professional development is to try and address the areas of weaknesses identified in the school improvement goals. The goals are monitored throughout the year through student progress in NWEA and on module assessments.

KEY QUESTION: Does the School Improvement Plan and planning processes promote and support academic achievement for all students?

AREA OF INQUIRY B: School Improvement

1. The School Improvement planning process involves all required stakeholders.
2. The School Improvement Plan includes goals based on current student academic data.
3. School Improvement goals and strategies assist the school in achieving measureable progress toward high student achievement.

When goals are developed for the school improvement plan the needs of all students are kept in mind. The planning process involves all staff members, so they are able to have a voice for the needs of their students. We feel this is an important part of the process in goal and strategy development. This allows for students with special needs or economically disadvantaged to not be overlooked when specific strategies are created. In addition, this process ensures that all staff members are aware of and understand the goals. With their involvement in the creation of the goals it promotes more staff buy in to the process of implementation of the goals.

The school improvement plan goals are developed using the most recent M-STEP, PSAT/SAT data, as well as data from NWEA/MAP. All goals are based on measurable data. With the use of Illuminate many of the goals will be written to be tracked through this with post assessments. The ultimate outcome of all goals is students showing growth in all subject areas.

KEY QUESTION: Does the PSA's Professional Development Plan align with the Educational Program and the School Improvement Plans?

AREA OF INQUIRY C: Professional Development

1. The Professional Development Plan is based on and aligned to the needs of students and staff.
2. The Professional Development Plan aligns to the Educational Program, the Written Curriculum and School Improvement Plan.

The Professional Development Plan is based on the needs of the students and staff and is also developed based on the goals in the MiCip Plan. The professional development is, at times, whole staff directed when addressing school wide programs being implemented or monitored. The professional development maybe presented by administration, members from the management company, outside presenters, or other staff members. A greater emphasis has been placed on making sure professional development is more specialized and meaningful to individual groups and specific areas of the School Improvement Plan, as well as focusing on curriculum areas that have the greatest concern.

All professional development that staff seeks on their own outside of school should align with the goals of the school program and support the School Improvement Goals. Certain opportunities are funded by the school where others are funded by the individual staff member, depending on the overall benefit to the school.

MICIP Portfolio Report

Merritt Academy

Goals Included

Active

- Improve ELA M-STEP & NWEA
- Improve Math M-STEP & NWEA

Buildings Included

Open-Active

- Merritt Academy

Plan Components Included

Goal Summary

Strategy

Summary

Implementation Plan

Buildings

Funding

Communication

Activities

Activity Text

Activity Buildings

MICIP Portfolio Report

Merritt Academy

Improve ELA M-STEP & NWEA

Status: ACTIVE

Statement: Our goal is provide opportunities for students to receive additional instructional time in ELA skills in small groups based on individual goals and objectives in order to improve ELA M-STEP scores by 10% in 2024-2025.

Created Date: 06/21/2022

Target Completion Date: 07/15/2025

Strategies:

(1/3): MTSS Framework (General)

Owner: Tracy Cohrs

Start Date: 10/10/2022

Due Date: 07/15/2025

Summary: "A Multi-Tiered System of Supports (MTSS) is a comprehensive framework comprised of a collection of research-based strategies designed to meet the individual needs and assets of the whole child at all achievement levels. MTSS intentionally interconnects the education, health, and human service systems in support of learners, schools, centers, and community outcomes. The five essential components of MTSS are inter-related and complementary. Implementation of the essential components as intended provides educational settings with a framework to organize the strategies and processes needed to support successful learner outcomes. The five essential components include the following: Team-Based Leadership; Tiered Delivery System; Selection and Implementation of Instruction, Interventions and Supports; Comprehensive Screening & Assessment System; Continuous Data-Based Decision Making."

Buildings: All Active Buildings

Total Budget: \$100,000.00

- Title I Part A (Federal Funds)
- Title II Part A (Federal Funds)
- General Fund (Other)
- At Risk (31-A) (State Funds)

Communication:

Method

- School Board Meeting
- District Website Update

Audience

- Educators
- Staff
- School Board
- Parents

Strategy Implementation Plan Activities

Activity	Owner	Start Date	Due Date	Status
Small Group Intervention	Tracy Cohrs	10/10/2022	07/15/2025	ONTARGET
Activity Buildings: All Buildings in Implementation Plan				
Push-In Classroom Support	Tracy Cohrs	10/10/2022	07/15/2025	ONTARGET
Activity Buildings: All Buildings in Implementation Plan				
Paraprofessional staff providing intervention support	Tracy Cohrs	10/10/2022	07/15/2025	ONTARGET

Activity	Owner	Start Date	Due Date	Status
<i>Activity Buildings:</i> All Buildings in Implementation Plan				
EBLI, Evidenced Based Literacy Instruction	Tracy Cohrs	10/10/2022	07/15/2025	ONTARGET
<i>Activity Buildings:</i> All Buildings in Implementation Plan				

(2/3): Guaranteed and Viable Curriculum

Owner: Tracy Cohrs

Start Date: 10/10/2022

Due Date: 07/15/2025

Summary: A “guaranteed” curriculum is often defined as a mechanism through which all students have an equal opportunity (time and access) to learn rigorous content. This requires a school-wide (or district-wide) agreement and common understanding of the essential content that all students need to know, understand, and be able to do. The word “all” needs emphasis; a guaranteed curriculum promotes equity, giving all children equal opportunity to learn essential content, and to provide this opportunity, curricular materials and instructional approaches must be grounded in research, implemented with fidelity, and must include vertical as well as horizontal alignment. For a curriculum to be “viable,” there must be adequate time for teachers to teach the content and for students to learn the content. A viable curriculum eliminates the supplementary or “nice to know” content. Teachers must have the flexibility to meet student needs through different methods of content delivery, helping students dive deeper into their passions. At its essence, a GVC represents the core non-negotiables of student learning. It’s what schools and teachers commit to providing for all students.

Buildings: All Active Buildings

Total Budget: \$500,000.00

- Other Federal Funds (Federal Funds)
- Title I Part A (Federal Funds)
- Title II Part A (Federal Funds)
- General Fund (Other)
- At Risk (31-A) (State Funds)

Communication:

Method

- School Board Meeting
- District Website Update

Audience

- Educators
- Staff
- School Board
- Parents

Strategy Implementation Plan Activities

Activity	Owner	Start Date	Due Date	Status
HMH Curriculum	Tracy Cohrs	10/10/2022	07/15/2025	ONTARGET
Activity Buildings: All Buildings in Implementation Plan				
Professional Development for HMH Curriculum	Tracy Cohrs	10/10/2022	07/15/2025	ONTARGET
Activity Buildings: All Buildings in Implementation Plan				
TLAC Training (to support	Tracy Cohrs	10/10/2022	07/15/2025	ONTARGET

Activity	Owner	Start Date	Due Date	Status
common language and implementation of curriculum and instruction through research proved strategies including classroom behavior and culture)				
<i>Activity Buildings:</i> All Buildings in Implementation Plan				

(3/3): 23g Tutoring

Owner: Tracy Cohrs

Start Date: 10/15/2023

Due Date: 07/15/2025

Summary: Tutoring, defined as supplemental one-on-one or small group instruction, can be a powerful tool for accelerated learning. Tutoring is an effective intervention because tutoring:

- customizes learning to target a student's immediate learning needs.
- provides additional instructional time by aligning the tutoring activities to current classroom activities.
- offers more engagement, rapid feedback, and less distractions in one-on-one and small group environments.
- creates meaningful mentor relationships.

Buildings: All Active Buildings

Total Budget: \$80,000.00

- Other State Funds (State Funds)

Communication:

Method

- School Board Meeting

Audience

- Staff
- School Board
- Parents

Strategy Implementation Plan Activities

Activity	Owner	Start Date	Due Date	Status
Tutoring Teacher-Teacher will work with small groups of students in a pull-out setting in grades 6-8 on deficit skills identified in NWEA in reading. This pull-out will occur during Academic Studies time already in student schedules. Progress monitoring will take place every two weeks over focus standards. The data will be monitored and reviewed at data meetings that include Nathan Seiferlein, the Dean of Academics, Intervention teacher, and core content classroom teacher.	Tracy Cohrs	10/15/2023	07/15/2025	ONTARGET
<i>Activity Buildings:</i> All Buildings in Implementation Plan				

Improve Math M-STEP & NWEA

Status: ACTIVE

Statement: Our goal is provide opportunities for students to receive additional instructional time in math skills in small groups based on individual goals and objectives in order to improve math M-STEP scores by 10% in 2024-2025.

Created Date: 06/16/2022

Target Completion Date: 07/15/2025

Strategies:

(1/3): MTSS Framework (General)

Owner: Tracy Cohrs

Start Date: 10/10/2022

Due Date: 07/15/2025

Summary: "A Multi-Tiered System of Supports (MTSS) is a comprehensive framework comprised of a collection of research-based strategies designed to meet the individual needs and assets of the whole child at all achievement levels. MTSS intentionally interconnects the education, health, and human service systems in support of learners, schools, centers, and community outcomes. The five essential components of MTSS are inter-related and complementary. Implementation of the essential components as intended provides educational settings with a framework to organize the strategies and processes needed to support successful learner outcomes. The five essential components include the following: Team-Based Leadership; Tiered Delivery System; Selection and Implementation of Instruction, Interventions and Supports; Comprehensive Screening & Assessment System; Continuous Data-Based Decision Making."

Buildings: All Active Buildings

Total Budget: \$100,000.00

- Title I Part A (Federal Funds)
- Title II Part A (Federal Funds)
- General Fund (Other)
- At Risk (31-A) (State Funds)

Communication:

Method

- School Board Meeting
- District Website Update

Audience

- Educators
- Staff
- School Board
- Parents

Strategy Implementation Plan Activities

Activity	Owner	Start Date	Due Date	Status
In Class Push In Support	Tracy Cohrs	10/10/2022	07/15/2025	ONTARGET
Activity Buildings: All Buildings in Implementation Plan				
Small Group Pull Out Support	Tracy Cohrs	10/10/2022	07/15/2025	ONTARGET
Activity Buildings: All Buildings in Implementation Plan				
Intervention Teachers	Tracy Cohrs	10/10/2022	07/15/2025	ONTARGET
Activity Buildings: All Buildings in Implementation Plan				

(2/3): Houghton Mifflin Mathematics

Owner: Tracy Cohrs

Start Date: 10/10/2022

Due Date: 07/15/2025

Summary: Houghton Mifflin Mathematics is a core mathematics curriculum for students at all ability levels in kindergarten through grade 6. At each grade level, the program focuses on basic skills development, problem solving, and vocabulary expansion to help students master key math concepts. Students practice daily math lessons through instructional software, enrichment worksheets, manipulatives, and workbooks, in addition to student textbooks. The program incorporates assessments—including lesson-level interventions to meet the needs of all learners—to monitor students' progress.

Buildings: All Active Buildings

Total Budget: \$250,000.00

- Other Federal Funds (Federal Funds)
- General Fund (Other)
- At Risk (31-A) (State Funds)

Communication:

Method

- School Board Meeting
- District Website Update

Audience

- Educators
- Staff
- School Board
- Parents

Strategy Implementation Plan Activities

Activity	Owner	Start Date	Due Date	Status
Professional Development for HMH	Tracy Cohrs	10/10/2022	07/15/2025	ONTARGET
Activity Buildings: All Buildings in Implementation Plan				
TLAC training to support common language and implementation of curriculum including behavior and culture.	Tracy Cohrs	10/10/2022	07/15/2025	ONTARGET
Activity Buildings: All Buildings in Implementation Plan				
HMH Anywhere Curriculum	Tracy Cohrs	10/10/2022	07/15/2025	ONTARGET
Activity Buildings: All Buildings in Implementation Plan				

(3/3): 23g Tutoring

Owner: Tracy Cohrs

Start Date: 10/15/2023

Due Date: 07/15/2025

Summary: Tutoring, defined as supplemental one-on-one or small group instruction, can be a powerful tool for accelerated learning. Tutoring is an effective intervention because tutoring:

- customizes learning to target a student's immediate learning needs.
- provides additional instructional time by aligning the tutoring activities to current classroom activities.
- offers more engagement, rapid feedback, and less distractions in one-on-one and small group environments.
- creates meaningful mentor relationships.

Buildings: All Active Buildings

Total Budget: \$80,000.00

- Other State Funds (State Funds)

Communication:

Method

- School Board Meeting

Audience

- Staff
- School Board
- Parents

Strategy Implementation Plan Activities

Activity	Owner	Start Date	Due Date	Status
Tutoring Teacher-Teacher will work with small groups of students in a pull-out setting in grades 6-8 on deficit skills identified in NWEA in math. This pull-out will occur during Academic Studies time already in student schedules. Progress monitoring will take place every two weeks over focus standards. The data will be monitored and reviewed at data meetings that include Nathan Seiferlein, the Dean of Academics, Intervention teacher, and core content classroom teacher.	Tracy Cohrs	10/15/2023	07/15/2025	ONTARGET
<i>Activity Buildings:</i> All Buildings in Implementation Plan				

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.

Merritt Academy utilizes HMH as our curriculum program for math and ELA in grades K-12.

- Below you will find the information needed to access that online platform.
- Please visit this link <https://www.hmhco.com/ui/login/>
 - Login information
 - USA
 - Michigan
 - Merritt Academy
 - Username: SVSU@merritt-academy.org
 - Password: SVsu24!!

Merritt Academy stores our pacing guides in a program called “Dashboard/Lesson Plan Creator” for Science and Social Studies

- This program can be accessed using the “ClassLink Launchpad”.
- Please visit this link <http://launchpad.classlink.com/trg>
 - Username: SVSU
 - Password: SVSU2025!
 - Click on the icon that says “Dashboard/Lesson Plan Creator”

CURRICULUM REQUIREMENTS

In accordance with applicable law and the Contract Terms and Conditions, including Article VI, Section 6.4, the school shall implement, deliver, and support the Curriculum identified in Schedule 6. The submission is required to include a detailed written curriculum by grade or level covering each subject/course to be taught and represent a focused, coherent and rigorous learning agenda. At a minimum, the subjects to be taught, as required by law, shall include English language arts, mathematics, science, social studies, physical education and health for kindergarten through grade eight. High school programs are required to offer a course of study that meets the Michigan Merit Curriculum ([MCL 380.1278a](#), [380.1278b](#)).

The school's curricular submission must meet the following requirements. The curriculum will:

- Demonstrate a logical sequence of learning objectives aligned to state and national standards;
- Outline instructional resources and tools;
- Provide the essential vocabulary for each content area; and
- Specify the methods of assessment.

Specific Health requirements including, but not limited to:

- Health education ([MCL 380.1169](#), [380.1502](#) and [380.1170](#));
- Dangerous communicable diseases, including, but not limited to HIV/AIDS ([MCL 380.1169](#)); and
- Sex education, if it is part of the school's curriculum ([MCL 380.1506](#) and [380.1507](#)).

Other considerations:

- If the curriculum is web-based, the school is required to provide all necessary **login** and **password** information such that a representative of the MDE Public School Academies Unit may review the curriculum in its entirety;
- Within the curricular document, include a citation to the specific standard(s) to which the curriculum is aligned;
- Complete the course matrix (p 3 & 4), listing all the courses offered per grade or level; and
- Submit the written curriculum in a consistent format and as separate course documents clearly identified by school name, course title, and grade or level.

NON-CORE CURRICULUM REQUIREMENTS

Non-core curriculum is to be submitted in the same format as the core curriculum. The same template is required to be used, with a curricular document submitted for each grade, level and subject offered. As with the core curriculum, all non-core courses must be explicitly aligned with the state or national standards, representing a focused, coherent and rigorous learning agenda.

Health and Physical Education

Health curriculum must address the Michigan health education requirements ([MCL 380.1170](#) and [380.1502](#)) including the teaching of dangerous communicable diseases ([MCL 380.1169](#) and [380.1170](#)).

- If the school board adopts the Michigan Model for Health, only a module checklist is required.

Michigan Department of Education Public School Academics Unit
CURRICULUM REQUIREMENTS

- Physical education curriculum is required for each grade or level. Participation in extracurricular athletics at the high school level may constitute successful completion of this requirement ([MCL 380.1502](#)).

Visual, Performing and Applied Arts

A written curriculum must be submitted for each visual art, music, dance or theater course offered for each grade or level. The curriculum is required to explicitly indicate alignment to the Michigan Academic Standards. If state standards are not available for a given subject, alignment to national or international standards should be considered and referenced within the document. The standards can be accessed at: [Michigan Merit Curriculum: Visual Arts, Music, Dance, and Theatre](#).

World Languages

A written curriculum must be submitted for each world language course offered for each grade or level. World language is required for high school graduation. Students can meet this requirement by completing two years of a world language in grades nine through 12 or by completing an equivalent learning experience in grades kindergarten through eight, meeting all state proficiency requirements. The Michigan World Language Standards and Benchmarks can be accessed at: [Michigan Merit Curriculum: World Languages Standards and Benchmarks](#).

Technology and Online Learning Experience

A written curriculum must be submitted for each technology course offered for each grade or level. Technology curriculum must align to the Michigan Integrated Technology Competencies for Students (MITECS) 2017. These standards can be accessed at: [Michigan Integrated Technology Competencies for Students](#).

- If the online learning experience requirement for high school graduation is integrated into courses, submit documentation showing fulfillment of the online learning experience.

ADDITIONAL RESOURCES

Common Core State Standards Initiative / www.corestandards.org

Michigan Department of Education Public School Academies Unit
CURRICULUM REQUIREMENTS

Academy	Merritt Academy
Curriculum Contact	Kendra Kneer
Title	Dean of Academics
Email	kkneer@merritt-academy.org
Phone	586-749-6000

ELEMENTARY COURSES:

Indicate all subjects/courses that will be offered, changing the course title to reflect the Academy courses.

- Mark with an "X" the grade or level the course will be offered.
- A written curriculum must be submitted for each course that is offered at the Academy.

Non-core courses are not required to be included on the course matrix for kindergarten through eighth grade.

Course	K	1	2	3	4	5	6	7	8
English Language Arts	X	X	X	X	X	X	X	X	X
Mathematics	X	X	X	X	X	X	X	X	X
Science	X	X	X	X	X	X	X	X	X
Social Studies	X	X	X	X	X	X	X	X	X
Health	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Physical Education	X	X	X	X	X	X	X	X	X

HIGH SCHOOL COURSES:

Indicate all subjects/courses that will be offered including the grade offered, adjusting course names to reflect Academy offerings. A written curriculum must be submitted for each course that is offered at the Academy. Michigan Merit Curriculum minimum requirements are identified on the below course matrix. Additional lines should be added, as needed.

*If students are not required to take a course at a specific grade level, indicate by using the word "any."

**Virtual Courses are any courses that are delivered using a web-based provider. List the course titles (attach additional pages as necessary); provide a password and login for verification.

***Off-Campus Courses: List the titles of all off-campus offerings (attach additional pages as necessary); submit a course description document with the curriculum submission.

Michigan Department of Education Public School Academies Unit
CURRICULUM REQUIREMENTS

Course Name	Grade *	Course Name	Grade*
ENGLISH (min 4)		WORLD LANGUAGES (min 2)	
English 9	9	Spanish 1	ANY
English 10	10		
English 11	11		
English 12	12		
MATHEMATICS (min 4)		ELECTIVES	
Algebra 1/CP Algebra 1	9	Rock History	11,12
Algebra 2/CP Algebra 2	11	Creative Writing	ANY
Geometry/CP Geometry	10	Drama	ANY
Personal Finance	11,12	Publications	ANY
Calculus	12	Forensic Science	ANY
Applied Math	12	Mock Trial	ANY
		Marketing	ANY
SCIENCE (min 4)		Current Events	ANY
Biology/CP Biology	11	Michigan History	ANY
Physics/CP Physics	10	Sociology	ANY
Chemistry/CP Chemistry	9	Art 1	ANY
Applied Science	12	Art 2	ANY
		Art 3	10,11, 12
SOCIAL STUDIES (min 4)		Art 4	10,11,12
US History	9	20 th Century History	ANY
Government	10	Film Studies	ANY
Economics	10	Life Skills	11,12
World History	11	Computer Skills	9,10
Global Studies	12	Algebra 1 Math Lab	9
		Math Lab	ANY
		Band/Wind Ensemble	ANY
PHYSICAL EDUCATION & HEALTH		Academic Studies	ANY
Physical Education	ANY		
Health	ANY		
Weight Training	ANY		
		OFF CAMPUS COURSES ***	
		Pankow Vocational Center	11,12
		Dual Enrollment	10,11,12

NON-CORE CURRICULUM REQUIREMENTS

HEALTH AND PHYSICAL EDUCATION

Health

Health is offered to all students in grade 9 and they take it for one semester.

Health class covers social issues, general health concepts associated with today's youth. It focuses on the most important current information concerning modern problems such as nutrition, emotional and mental health, family life, substance abuse, smoking, and public health.

Weight Training

Weight Training is offered to students in grades 9-12 and they take it for one semester.

Advanced Physical Education is designed to further enhance the fitness skills learned in regular Physical Education and promote the development of a fit, healthy lifestyle. The focus of the class will address the five components of fitness: resting measurements, cardiorespiratory endurance, muscular strength, muscular endurance and flexibility. Students will also go in depth, learning about the muscular system, thus being able to identify correct lifting techniques to strengthen each group. Students will be encouraged to personalize and maintain a fitness plan that helps them to achieve their own personal fitness goals. With this course as a guide, students will be empowered to create positive health behaviors within their own fitness and wellness throughout their lifetimes.

Elementary Physical Education

Physical Education is offered to students in grades K-5 and they have it year round.

Our physical education program focuses on development of locomotor patterns and cooperative games to improve collaboration and communication skills. In addition, students will also be exposed to a variety of calisthenics and exercise challenges to improve their overall physical fitness levels.

Middle School Physical Education

Physical Education is offered to students in grades 6-8 and they have it for one quarter.

Our middle school physical education program helps students practice and develop skills in various activities that will improve their overall physical fitness levels. Students will be exposed to a variety of sports, strength, muscular endurance, flexibility, and plyometric drills and activities throughout the duration of the class.

High School Physical Education

Physical Education is offered to students in grades 9-12 and they have it for one semester.

Physical Education is designed to promote fitness and life-long leisure activities by exposing students to a variety of team and individual sports such as: Pickleball, Volleyball, Basketball, and other unique fitness games. There is an emphasis on skill development, social teamwork and fitness evaluations that will empower students with knowledge and understanding for various life-long activities. Student will demonstrate the ability to perform basic and advanced skills and tactics to participate in various sporting activities.

VISUAL, PERFORMING, AND APPLIED ARTS

Drama

Drama is offered to all students in grades 9-12 and they take it for one semester.

This course is designed to introduce students to the various elements of theatre and performing arts. Students will study various plays as well as the jobs of theatre such as: acting, directing, set design, sound, lights, and make-up. Students will learn to become more comfortable in front of groups while performing scenes, reading, and monologues.

High School Band/Wind Ensemble

Band/Wind Ensemble is offered to all students in grades 9-12 and they take it for the full year.

The Merritt Academy High School Wind Ensemble is composed of students ranging from two years instrumental music experience to those who have had up to seven years instrumental music experience on a concert band instrument. The instruments used in this class fall into the following categories: woodwinds, brass, and percussion. In addition to daily rehearsals each student is expected to practice at home on his or her own time. In the Merritt Academy High School Wind Ensemble, students will be taught fundamental techniques applicable to their instruments and will be expected to demonstrate these techniques during rehearsals and performances. In addition to those techniques, students will be introduced to basic music theory.

Middle School Band

Middle School Band is offered to students in grades 6-8 and it is year round.

Our objective is to explore seven key elements of music (melody, harmony, rhythm, timbre, texture, dynamics, and form) through the building of technique, tone, music literacy, and through performance on specific concert band instruments (flute, clarinet, saxophone, trumpet, horn, trombone, baritone, tuba, and percussion).

Elementary Music

Music is offered to students in grades K-5 and they have it year round.

Our objective is to explore seven key elements of music (melody, harmony, rhythm, timbre, texture, dynamics, and form) through text, song, movement, improvisation, and classroom instruments.

Art 1

Art 1 is offered to students in grades 9-12 and they take it for one semester.

Art 1 is a project based introductory high school art class for the beginning art student. Concepts taught will include the basic elements and principles of design as well as an assortment of artistic styles and techniques which will be explored and applied to primarily two-dimensional projects using various types of media.

Art 2

Art 2 is offered to students in grades 9-12 and they take it for one semester.

Building off of previously established concepts, Art 2 is an intermediate high school course that will continue to explore the utilization and application of mixed media to two dimensional projects. Students will be encouraged to discover their artistic style through experimentation and use of multiple styles and techniques.

Art 3

Art 3 is offered to students in grades 10-12 and they take it for one semester.

Focusing on the cultural impact of art throughout the ages, Art 3 is an intermediate course which will allow students to learn and apply techniques used by cultures around the world. With a deeper attention on art history from the past to present day students will develop a stronger understanding of the importance and cultural impact that art has had on civilization as we know it.

Art 4

Art 4 is offered to students in grades 10-12 and they take it for one semester.

Using a culmination of previous concepts students will explore graphic design possibilities through the use of current technologies in this intermediate level class. Emphasis on multimedia tool functions, composition, and experimental techniques will be explored throughout the course.

Middle School Art

Middle School Art is offered to students in grades 6-8 and they take it for one quarter.

Building on the concepts learned in elementary classes, middle school art will continue to explore the elements and principles of art as students work more independently to fully express

their personal and creative visions. Elements of 3-d art and art history will also be woven into the curriculum to further tie in the arts to other academic subject matters.

Elementary Art

Art is offered to students in grades K-5 and they have it year round.

Students in elementary art will be introduced to the visual arts through various projects and media that will help to teach skills such as problem solving and critical thinking. Working primarily in 2-D format students will learn about the elements and principles of art and use those as a foundation for their own personal expressions.

WORLD LANGUAGES

Spanish 1

Is offered to students in grades 9-12 and it is year round.

Spanish 1 introduces the students to the Spanish language and culture. The course focuses on reading and comprehending short dialogues in Spanish. Students will develop basic vocabulary and grammatical skills to be used in conversational exercises.

Middle School Spanish

Middle School Spanish is offered to students in grades 6-8 and they take it for one quarter.

This elective course broadly covers aspects of Spanish language and grammar. Students will learn about historical events, celebrations and cultural differences. This course will be taught with various textbooks, worksheets, on-line resources, Videos, and games.

Elementary Spanish

Spanish is offered to students in grades K-5 and they take it year round.

An elective class that helps the student become familiar with Spanish in spoken and written form. They will be building a foundation of vocabulary words through songs, writing, videos and games. Some other units may involve celebrations, geography and cultural differences of the countries where Spanish is spoken.

TECHNOLOGY AND ONLINE LEARNING EXPERIENCES

Middle School Technology

Middle School Technology is offered to students in grades 6-8 and they take it for one quarter.

Technology class allows students to use creativity, problem-solving, critical and flexible thinking, and collaboration with others. Computer science also provides a critical understanding of citizenship. This includes project-based learning.

Elementary Technology

Technology is offered to students in grades K-5 and they take it year round.

Technology class begins with the computer basics of proper posture and keyboard skills at the early Elementary level then working towards operational skills such as saving, opening, attaching files, emailing, word, spreadsheet, word processing, code basics. Foundational computer skills are introduced and practiced with cross-curricular connections made. Proper netiquette and being safe online are on-going themes at each level.

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 Title: Administrator /Principal
Contract: 12 Months
Reports To: The Romine Group, Inc. ("TRG")
Employed By: TRG

Job Summary:

The Administrator/Principal is responsible for providing instructional, operational and administrative leadership. He/she will organize, supervise and evaluate development of curriculum, School programs, staff, and student achievement, while overseeing the day-to-day operations of the School.

Performance Duties:

- ❖ Communicate the vision, philosophy and mission of Merritt Academy to staff, students, parents, community and the media.
- ❖ Develop a plan for achieving the School's vision and establish annual objectives and strategies.
- ❖ Administer fiscal planning activities.
- ❖ Develop and manage the School budget.
- ❖ Represent the School at Board of Directors' meetings and provide educational leadership.
- ❖ Represent the School at formal functions, community and civic affairs.
- ❖ Implement State of Michigan education codes, rules and regulations as given by the State Board of Education and/or SVSU.
- ❖ Prepare or approve manuals, guidelines and reports on State educational policies and practices for distribution to the School.
- ❖ Confer with federal, state and local school officials to develop curricula and establish guidelines for educational programs.
- ❖ Participate in and conduct workshops, conferences and in-services for professional growth and staff development.
- ❖ Initiate and implement processes for monitoring and evaluating student achievement and growth.
- ❖ Provide instructional leadership and support while overseeing the development and implementation of classroom curriculum.
- ❖ Create high performance teams of instructional and support staff, parents and community.
- ❖ Create an atmosphere of security and trust, as well as, encourage innovation.
- ❖ Recruit, select and hire School staff.
- ❖ Supervise and evaluate administrative, instructional and support staff.
- ❖ Maintain complete and accurate records of the entire School program.
- ❖ Consult with parents/guardians regarding School academic and behavioral progress.
- ❖ Disseminate information and promote a sense of community involvement between School and parents, civic and business community.
- ❖ Monitor student behavior and address major code of conduct violations.
- ❖ Admit and transfer students.
- ❖ Other duties as assigned.

Requirements:

- ❖ Master's Degree in Education preferred.
- ❖ Must comply with all applicable law related to the Administrator's certificate.
- ❖ Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.
- ❖ Meet Fed. Law requirements, as applicable.
- ❖ Exemplary teaching experience.
- ❖ Two (2) years of administrative or comparable experience preferred.
- ❖ Evidence of recent and ongoing professional development.
- ❖ Evidence of recent roles as conference workshop facilitator or presenter.
- ❖ Verbal and written communication skills.
- ❖ Ability to communicate in oral and written interview, knowledge of current methodologies and research in education and instruction.
- ❖ Evidence to support community involvement and leadership.
- ❖ Criminal Records clearance.
- ❖ Unprofessional Conduct clearance.

Job Title: Assistant Principal
Contract: 12 Months
Reports To: Administrator/Principal
Employed By: TRG

Job Summary:

The Assistant Principal is responsible for providing assistance to the Administrator/Principal for instructional, operational and administrative leadership. He/she will participate in organizing, supervising and evaluating development of daily instruction, staff, and student achievement, while overseeing the day-to-day student behavior within the School.

Performance Duties:

- ❖ Monitor and enforce School Code of Conduct and administer discipline.
- ❖ Coordinate and direct the RTC Program.
- ❖ Develop student behavior contracts.
- ❖ Maintain log of students receiving support from Assistant Principal.
- ❖ Communicate with parents and Teachers regarding student behavior.
- ❖ Compile data and reports for the Board of Directors.
- ❖ Provide direction, evaluation, and support to K-5 teachers and all related programs.
- ❖ Communicate with students and direct them to appropriate resources when necessary.
- ❖ Respond and disseminate information related to student discipline to appropriate persons within the School.
- ❖ Establish, maintain and revise record keeping.
- ❖ Communicate the vision, philosophy and mission of Merritt Academy to staff, students, parents, community and the media.
- ❖ Provide educational leadership.
- ❖ Represent the School at formal functions, community and civic affairs.
- ❖ Implement State of Michigan education codes, rules and regulations as given by the State Board of Education and/or SVSU.
- ❖ Participate in and conduct workshops, conferences and in-services for professional growth and staff development.
- ❖ Provide instructional leadership through observations and regular consistent daily walk-ins and support while overseeing the development and implementation of classroom curriculum.
- ❖ Create high performance teams of instructional and support staff, parents and community.
- ❖ Create an atmosphere of security and trust, as well as, encourage innovation.
- ❖ Participate in recruiting, selecting and transitioning new hires.
- ❖ Supervise and evaluate direct educational teams.
- ❖ Maintain complete and accurate records of designated School programs.
- ❖ Consult with parents/guardians regarding student academic and behavioral progress.
- ❖ Disseminate information and promote a sense of community involvement between School and parents, civic and business community.
- ❖ Other duties as assigned by the Administrator/Principal.

Requirements:

- ❖ Master's Degree in Education preferred.

- ❖ Must comply with all applicable law related to the Administrator's certificate.
- ❖ Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.
- ❖ Meet Fed. Law requirements, as applicable.
- ❖ Exemplary teaching experience.
- ❖ Two (2) years of administrative or comparable experience preferred.
- ❖ Evidence of recent and ongoing professional development.
- ❖ Evidence of recent roles as conference workshop facilitator or presenter.
- ❖ Verbal and written communication skills.
- ❖ Ability to communicate in oral and written interview; knowledge of current methodologies and research in education and instruction.
- ❖ Evidence to support community involvement and leadership.
- ❖ Criminal Records clearance.
- ❖ Unprofessional Conduct clearance.

Job Title: Athletic Director
Contract: 12 months
Reports To: Administrator/Principal
Employed By: TRG

Job Summary:

The Athletic Director is responsible for overseeing the school's athletic programs.

Performance Duties:

- ❖ Manage and oversee all athletic programs within the school.
- ❖ Recruit, hire, and evaluate coaches and athletic staff.
- ❖ Develop and oversee the athletic department budget, including fundraising and expenses.
- ❖ Organize game schedules, practices, officials and transportation for all sports teams.
- ❖ Maintain playing surface- painting and striping fields.
- ❖ Making sure student athletes meet academic requirements and adhere to state and conference regulations.
- ❖ Organize volunteers for every sporting event i.e. line judges, chain gang, scorebook keeps, clock operators, admissions and concessions.
- ❖ Schedule team pictures and senior banners.
- ❖ Organize senior nights for athletes in each sport.
- ❖ Organize and plan end of the season banquets.
- ❖ Attend league meetings via online or in person.
- ❖ Create and distribute participation awards, league awards and academic awards.
- ❖ Oversee the scheduling of athletic facilities and equipment.
- ❖ Overseeing communication between the school, coaches, athletes and parents.
- ❖ Implement safety protocols in case of emergency situations.
- ❖ Organize fundraising efforts and seek sponsorships.
- ❖ Manage coaches, athletes, parents, volunteers and officials
- ❖ Stay updated on best practices, trends, and rule changes in high school athletics per the MHSAA.

Requirements:

- ❖ Master's Degree in Education preferred.
- ❖ Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.
- ❖ Meet Fed. Law requirements, as applicable.
- ❖ Exemplary teaching experience.
- ❖ Two (2) years of administrative or comparable experience preferred.
- ❖ Evidence of recent and ongoing professional development.
- ❖ Evidence of recent roles as conference workshop facilitator or presenter.
- ❖ Strong verbal and written skills.
- ❖ Strong organization skills.
- ❖ Ability to maintain discretion.
- ❖ Verbal and written communication skills.
- ❖ Self-motivated.

- ❖ Computer proficiency.
- ❖ Ability to create databases, forms, tables, charts, records, spreadsheets, etc., utilizing appropriate computer software.
- ❖ Ability to communicate in oral and written interview; knowledge of current methodologies and research in education and instruction.
- ❖ Evidence to support community involvement and leadership.
- ❖ Criminal Records clearance.
- ❖ Unprofessional Conduct clearance.

Job Title: RTC – AP/Dean of Students
Contract: 12 months
Reports To: Administrator/Principal
Employed By: TRG

Job Summary:

Coordinate the Responsible Thinking Classroom (“RTC”) program.

Performance Duties:

- ❖ Assist Administrator/Principal with student discipline through the RTC Program.
- ❖ Coordinate and direct the RTC Program.
- ❖ Develop student behavior contracts.
- ❖ Maintain log of students served through the RTC Program.
- ❖ Communicate with parents and Teachers regarding student behavior.
- ❖ Compile data and reports for the Board of Directors.
- ❖ Communicate with students and direct them to appropriate resources when necessary.
- ❖ Respond and disseminate information related to student discipline to appropriate persons within the School.
- ❖ Establish, maintain and revise record keeping.
- ❖ Assume other duties as assigned by the School Administrator/Principal.

Requirements:

- ❖ Master’s Degree in Education preferred.
- ❖ Must comply with all applicable law related to the Administrator’s certificate.
- ❖ Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.
- ❖ Meet Fed. Law requirements, as applicable.
- ❖ Exemplary teaching experience.
- ❖ Two (2) years of administrative or comparable experience preferred.
- ❖ Evidence of recent and ongoing professional development.
- ❖ Evidence of recent roles as conference workshop facilitator or presenter.
- ❖ Previous experience with student discipline preferred.
- ❖ Strong verbal and written skills.
- ❖ Strong organization skills.
- ❖ Ability to maintain discretion.
- ❖ Verbal and written communication skills.
- ❖ Self-motivated.
- ❖ Computer proficiency.
- ❖ Ability to create databases, forms, tables, charts, records, spread sheets, etc., utilizing appropriate computer software.
- ❖ Ability to communicate in oral and written interview; knowledge of current methodologies and research in education and instruction.
- ❖ Evidence to support community involvement and leadership.
- ❖ Criminal Records clearance.
- ❖ Unprofessional Conduct clearance.

Job Title: Teacher (Assigned Teaching Area)
Contract: School Year
Reports To: Principal
Employed By: TRG

Job Summary:

Working in a full-time capacity, the academic subject area Teacher will facilitate student learning utilizing a variety of methodologies and curriculum resources to increase student achievement, and work with an educational team to develop and implement the School program and develop individualized learning plans for each student.

Performance Duties:

- ❖ Develop course objectives and outlines following School curriculum guidelines and requirements.
- ❖ Facilitate and communicate knowledge and strategies for learning to students.
- ❖ Prepare and plan lessons, projects and a variety of student assessments.
- ❖ Administer School approved standardized tests.
- ❖ Demonstrate competency in assigned subject areas, the art of instruction, the use of multiple teaching strategies and technology.
- ❖ Teach rules of conduct and proper etiquette.
- ❖ Develop individual and group activities, which stimulate growth in the cognitive, affective and physical dimensions of each student.
- ❖ Prepare and maintain accurate and appropriate student attendance and grade records as outlined by the Administrator/Principal.
- ❖ Prepare and disseminate student progress reports to parents.
- ❖ Maintain an orderly, secure, attractive and nurturing classroom environment conducive to learning.
- ❖ Supervise students within the School setting and on School grounds.
- ❖ Counsel students regarding academic and behavioral problems.
- ❖ Provide consistent and progressive corrective discipline.
- ❖ Promote ongoing communication with parents; establish and maintain home-School relationship.
- ❖ Participate in school fundraisers, extra-curricular activities, School-wide annual programs and social events.
- ❖ Coordinate field trips.
- ❖ Additional requirements necessary for the special education process.
- ❖ Other duties assigned by Administrator/Principal.

Requirements:

- ❖ Bachelor's degree.
- ❖ Michigan teacher certification; appropriate endorsement in subject area or special education as applicable.
- ❖ Highly qualified under Fed. Law.
- ❖ Teaching experience preferred.
- ❖ Satisfactory performance ratings in delivery of instruction and classroom management.

- ❖ Evidence of recent participation in professional development.
- ❖ Satisfactory completion of oral and written interview.
- ❖ Criminal Records clearance.
- ❖ Unprofessional Conduct clearance.

Job Title: Counselor
Contract: Extended School Year
Reports To: Administrator/Principal
Employed By: TRG

Job Summary:

Under the direction of the Administrator/Principal, the Counselor will assist in the supervision of support staff as necessary, facilitate School programs, and provide guidance to students in designated areas. The Counselor will also provide personal, social and educational counseling to the students of Merritt Academy at-risk of not progressing based on additional criteria.

General Education Performance Duties:

- ◆ Provide scheduling, transcripts, and graduation audit support.
- ◆ Counsel students in college, academic preparedness, behavior, social and emotional support.
- ◆ Establish and maintain communication with parents.
- ◆ Develop and facilitate programs and workshops for parents.
- ◆ Make home visits as needed.
- ◆ Provide referrals to designated agencies as needed.
- ◆ Facilitate various groups as needed.
- ◆ Implement conflict management groups.
- ◆ Provide support and supervision in 504 Planning.
- ◆ Write proposals and make applications for grants.
- ◆ Assume other duties as assigned by Administrator/Principal.

Requirements:

- ◆ Master's Degree.
- ◆ Previous experience in counseling preferred.
- ◆ Meet MDE and Federal requirements for certification for counselor.
- ◆ Previous experience in program planning and implementation.
- ◆ Administrative and organizational experience.
- ◆ Ability to motivate and communicate with parents.
- ◆ Previous experience in education.
- ◆ Ability to write proposals and grants and facilitate implementation.
- ◆ Satisfactory completion of oral and written interview.
- ◆ Proficient in the use of technology.
- ◆ Detail oriented with high quality organizational skills.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

Job Title: Social Worker
Contract: Extended School Year
Reports To: Administrator/Principal
Employed By: TRG

Job Summary:

Under the direction of the Administrator/Principal, the Counselor/Social Worker will assist in the supervision of support staff and facilitate School programs. The Social Worker will also provide personal, social and educational therapy to the students and families of The Academy.

Performance Duties:

- ❖ Supervise students.
- ❖ Counsel students.
- ❖ Establish and maintain communication with parents.
- ❖ Develop and facilitate programs and workshops for parents.
- ❖ Make home visits as needed.
- ❖ Provide referrals to designated agencies as needed.
- ❖ Facilitate various groups as needed.
- ❖ Implement conflict management groups.
- ❖ Write proposals and make applications for grants.
- ❖ Utilize technology.
- ❖ Assume other duties as assigned by the Administrator/Principal.

Requirements:

- ❖ Master's Degree.
- ❖ Previous experience in counseling preferred.
- ❖ Meet MDE requirements for certification and licensing through state and Office of Special Education as applicable.
- ❖ Previous experience in program planning and implementation.
- ❖ Administrative and organizational experience.
- ❖ Ability to motivate and communicate with parents.
- ❖ Previous experience in education.
- ❖ Ability to write proposals and grants and facilitate implementation.
- ❖ Satisfactory completion of oral and written interview.
- ❖ Proficient in the use of technology.
- ❖ Criminal Records clearance.
- ❖ Unprofessional Conduct clearance.

Job Title: Program Director (GSRP/Preschool, other)
Contract: Extended School Year
Reports To: Superintendent/Principal
Employed By: TRG

Job Summary:

The GSRP Program Director is responsible for providing instructional, operational and administrative leadership to the direct program staff and classroom teaching staff. He/she is also responsible for the teaching and learning of program specific students. He/she will organize, supervise and evaluate development of modified/individual curriculum and assessments administered by program staff and classroom teaching staff, and provide updated communication to Administrator/Principal and parents.

Performance Duties:

- ❖ Develop course objectives and outlines following GSRP curriculum guidelines and requirements.
- ❖ Facilitate and communicate knowledge and strategies for learning to students and staff.
- ❖ Prepare and plan lessons, projects and a variety of student assessments.
- ❖ Administer School-approved assessments.
- ❖ Demonstrate competency in assigned subject areas, the art of instruction, the use of multiple teaching strategies and technology.
- ❖ Teach rules of conduct and proper etiquette.
- ❖ Develop individual and group activities, which stimulate growth in the cognitive, affective and physical dimensions of each student.
- ❖ Prepare, maintain, and supervise accurate and appropriate student attendance, and daily tracking logs/PARS as outlined by the Administrator/Principal.
- ❖ Prepare and disseminate student progress reports to parents.
- ❖ Maintain an orderly, secure, attractive and nurturing classroom environment conducive to learning.
- ❖ Supervise students within the School setting and on School grounds.
- ❖ Counsel students regarding academic and behavioral problems.
- ❖ Provide consistent and progressive corrective discipline.
- ❖ Promote ongoing communication with parents; establish and maintain home-school relationships.
- ❖ Participate in School fund-raisers, extra-curricular activities, School-wide annual programs and social events.
- ❖ Prepare schedule for Program time in classrooms and with pull-out groups of students.
- ❖ Participate in and conduct workshops, conferences and in-services for professional growth and staff development.
- ❖ Initiate and implement processes for monitoring and evaluating student achievement and growth.
- ❖ Provide instructional leadership and support while overseeing the development and implementation of classroom curriculum.
- ❖ Create an atmosphere of security and trust, as well as, encourage innovation.
- ❖ Participate in recruiting, selecting and hiring of Program staff.

- ❖ Supervise and evaluate Program staff.
- ❖ Maintain complete and accurate records of the entire designated program.
- ❖ Consult with parents/guardians regarding student academic and behavioral progress.
- ❖ Handle the coordination and maintenance of all licensing documents for the GSRP program.
- ❖ Other duties as assigned by Administrator/Principal.

Requirements:

- ❖ Bachelor's degree.
- ❖ Master's degree and/or Program Specific Endorsement (ZA) preferred.
- ❖ Michigan teacher certification.
- ❖ Highly Qualified under Fed. Law.
- ❖ Meet all State licensing requirements.
- ❖ Teaching experience preferred.
- ❖ Verbal and written communication skills.
- ❖ Able to communicate in oral and written interview, knowledge of current methodologies and research in education and instruction.
- ❖ Satisfactory performance ratings in delivery of instruction and classroom management.
- ❖ Evidence of recent participation in professional development.
- ❖ Satisfactory completion of oral and written interview.
- ❖ Criminal Records clearance.
- ❖ Unprofessional Conduct clearance.

Job Title: Office Manager
Contract: Extended School Year
Reports To: Administrator/Principal
Employed By: TRG

Job Summary:

Provide secretarial, administrative and clerical support to Administrator/Principal and perform secretarial/clerical duties of the School.

Performance Duties:

- ❖ Compose and transcribe correspondence, bulletins, memorandums, utilizing computer word processing programs.
- ❖ Proficient in IBM Word Perfect, Excel and desktop publishing programs.
- ❖ Create database, forms, tables, charts, records, and spreadsheets utilizing appropriate computer software.
- ❖ Compile data for state and federal reports.
- ❖ Greet and screen visitors.
- ❖ Receive and screen telephone calls and accurately record messages.
- ❖ Maintain School's calendar of events.
- ❖ Communicate with students and direct them to appropriate staff members when necessary.
- ❖ Respond to and disseminate information related to general activities and operations of the School.
- ❖ Operate standard office equipment (computer, typewriter, copier, calculator, etc.).
- ❖ Arrange meetings and conferences; schedule interviews and appointments.
- ❖ Establish, maintain and revise record keeping.
- ❖ Handle collection and submission of financial documents to accounting firm.
- ❖ Collect and report payroll to ESP.
- ❖ Classify and sort mail, files, correspondence and documents.
- ❖ Accept and keep record of transactions.
- ❖ Assist in ordering School supplies and textbooks.
- ❖ Implements enrollment procedures and processes.
- ❖ Assume other duties as assigned by the Administrator/Principal.

Requirements:

- ❖ High school diploma or equivalent; business school or college course work preferred.
- ❖ Previous secretarial experience (minimum 2-3 years).
- ❖ Strong verbal and written skills.
- ❖ Strong organization skills.
- ❖ Ability to maintain discretion.
- ❖ Self-motivated.
- ❖ Computer proficiency and ability to operate standard office equipment.
- ❖ Satisfactory completion of typing test and written and oral interview.
- ❖ Criminal Records clearance.
- ❖ Unprofessional Conduct clearance.

Job Title: Administrative Assistant
Contract: Extended School Year
Reports To: Administrator/Principal
Employed By: TRG

Job Summary:

Provide secretarial, administrative and clerical support to Administrator/Principal and perform secretarial/clerical duties of the School.

Performance Duties:

- ❖ Compose and transcribe correspondence, bulletins, memorandums, utilizing computer word processing programs.
- ❖ Proficient in IBM Word Perfect, Excel and desktop publishing programs.
- ❖ Create databases, forms, tables, charts, records, and spreadsheets utilizing appropriate computer software.
- ❖ Compile data for Board of Directors; state and federal reports.
- ❖ Proofread and edit drafts and final copy materials for appropriate and consistent format, accuracy of date, punctuation, spelling and grammar.
- ❖ Greet and screen visitors.
- ❖ Receive and screen telephone calls and accurately record messages.
- ❖ Maintain Administrator/Principal's calendar.
- ❖ Maintain School's calendar of events.
- ❖ Communicate with students and direct them to appropriate staff members when necessary.
- ❖ Respond to and disseminate information related to general activities and operations of the School.
- ❖ Operate standard office equipment (computer, typewriter, copier, calculator, etc.).
- ❖ Arrange meetings and conferences; schedule interviews and appointments.
- ❖ Establish, maintain and revise record keeping.
- ❖ Classify and sort mail, files, correspondence and documents.
- ❖ Accept and keep record of transactions.
- ❖ Assist in ordering School supplies and textbooks.
- ❖ Assume other duties as assigned by the School Administrator/Principal.

Requirements:

- ❖ High school diploma or equivalent; business school or college course work preferred.
- ❖ Previous secretarial experience (minimum 2-3 years).
- ❖ Strong verbal and written skills.
- ❖ Strong organization skills.
- ❖ Ability to maintain discretion.
- ❖ Self-motivated.
- ❖ Computer proficiency and ability to operate standard office equipment.
- ❖ Satisfactory completion of typing test and written and oral interview.
- ❖ Criminal Records clearance.
- ❖ Unprofessional Conduct clearance.

Job Title: Office Assistant
Contract: Extended School Year
Reports To: Administrator/Principal
Employed By: TRG

Job Summary:

Provide secretarial, administrative and clerical support to Administrator/Principal and perform secretarial/clerical duties of the School.

Performance Duties:

- ❖ Compose and transcribe correspondence, bulletins, memorandums, utilizing computer word processing programs.
- ❖ Proficient in IBM Word Perfect, Excel and desktop publishing programs.
- ❖ Create database, forms, tables, charts, records, and spreadsheets utilizing appropriate computer software.
- ❖ Proofread and edit drafts and final copy materials for appropriate and consistent format, accuracy of date, punctuation, spelling and grammar.
- ❖ Greet and screen visitors.
- ❖ Receive and screen telephone calls and accurately record messages.
- ❖ Communicate with students and direct them to appropriate staff members when necessary.
- ❖ Respond to and disseminate information related to general activities and operations of the School.
- ❖ Operate standard office equipment (computer, typewriter, copier, calculator, etc.).
- ❖ Arrange meetings and conferences; schedule interviews and appointments.
- ❖ Establish, maintain and revise record keeping.
- ❖ Classify and sort mail, files, correspondence and documents.
- ❖ Accept and keep record of transactions.
- ❖ Assist in ordering School supplies and textbooks.
- ❖ Arrange School Fundraisers
- ❖ Assist Administrator/Principal in marketing needs.
- ❖ Assist with food service reporting and accounting.
- ❖ Assume other duties as assigned by the Administrator/Principal.

Requirements:

- ❖ High school diploma or equivalent; business school or college course work preferred.
- ❖ Previous secretarial experience (minimum 2-3 years).
- ❖ Strong verbal and written skills.
- ❖ Strong organization skills.
- ❖ Ability to maintain discretion.
- ❖ Self-motivated.
- ❖ Computer proficiency and ability to operate standard office equipment.
- ❖ Satisfactory completion of typing test and written and oral interview.
- ❖ Criminal Records clearance.
- ❖ Unprofessional Conduct clearance.

Job Title: Para-Pro
Contract: School Year
Reports to: Administrator/Principal
Employed By: TRG

Job Summary:

Working to assist the classroom Teacher with student learning to increase student achievement, and work with the educational team to develop and implement the School and/or classroom program.

Performance Duties:

Assist the classroom Teacher to do the following:

- ❖ Facilitate and communicate knowledge and strategies for learning to students.
- ❖ Prepare projects.
- ❖ Demonstrate competency in assigned subject areas and the use of multiple teaching strategies and technology.
- ❖ Teach rules of conduct and proper etiquette
- ❖ Supervise students within the School setting and on School grounds.
- ❖ Counsel students regarding academic and behavioral problems.
- ❖ Provide consistent and progressive corrective discipline.
- ❖ Participate in School fund-raisers, extra-curricular activities, School-wide annual programs and social events.
- ❖ Coordinate field trips.
- ❖ Other duties assigned by the classroom Teacher.

Requirements:

- ❖ Associate Degree or equivalent of 60 credit hours or pass competency test.
- ❖ Highly Qualified under NCLB.
- ❖ Experience preferred.
- ❖ Ability to work with young people.
- ❖ Willingness to participate in professional development.
- ❖ Satisfactory completion of oral and written interview.
- ❖ Criminal Records clearance.
- ❖ Unprofessional Conduct clearance.

Job Title: Food Service Staff
Contract: School Year
Reports To: The Romine Group, Inc. ("TRG")
Employed By: TRG

Job Summary:

Oversees the food service program according to policies and procedures, and federal/state requirements. Develops and maintains high standards of food preparation and service with emphasis on menu appeal and nutritional value. Maintains high standards of sanitation and safety. Maintains records of income and expenditures, food, supplies and equipment. Facilitates cooperation with education partners such as administrators, Teachers, parents and students.

Performance Duties:

- ❖ Plan and analyze menus to ensure that USDA/NSLP meal patterns and nutritional requirements are met.
- ❖ Plan menu adaptations for children with special needs.
- ❖ Maintain a purchasing system consistent with USDA/NSLP purchasing guidelines.
- ❖ Adhere to federal and state regulations regarding nutritional standards, reports and records. Prepare and maintain all records for required audits and reviews.
- ❖ Oversee the administration of free, reduced price meals according to federal regulations.
- ❖ Assess customer preferences to facilitate program improvement.
- ❖ Ensure that established sanitation and safety and production records are completed daily.
- ❖ Promote the school nutrition services to students, parents, other school personnel, and the community.
- ❖ Confer with federal, state and local school officials to develop curricula and establish guidelines for educational programs.
- ❖ Participate in workshops and conferences for professional growth and staff development.

Requirements:

- ❖ ServSafe certification in accordance with applicable law.
- ❖ Demonstrate ability to work as part of a team.
- ❖ Demonstrate ability to work with other groups in the integration of nutrition into other core subjects.
- ❖ Knowledge of food service requirements.
- ❖ Basic computer skills.
- ❖ Ability to interpret nutrient labeling.
- ❖ Ability to maintain records and complete reports, including web-based reports.
- ❖ Evidence of ongoing professional development.
- ❖ Considerable knowledge of food production and serving techniques, food safety/sanitation requirements and procedures.
- ❖ Verbal and written communication skills.
- ❖ Skill to promote the food service program to children, school personnel, parents and the public.
- ❖ Criminal Records clearance.
- ❖ Unprofessional Conduct clearance.

Job Title: Substitute Teacher
Contract: School Year
Reports To: School Administration
Employed By: TRG

Job Summary:

Follows regular classroom Teacher's lesson plan and operates within the confines of school policy, protocol, methodology and culture.

Performance Duties:

- ❖ Report to the Principal or school Secretary upon arrival at the school.
- ❖ Communicate, collaborate and cooperate with colleges, supervisors and students.
- ❖ Maintain, as fully as possible, the established routines and procedures of the school and class.
- ❖ Assume the responsibilities for instructing classes when a Teacher is absent.
- ❖ Assume other responsibilities for that Teacher during the time the Teacher is absent.
- ❖ Assume responsibility for overseeing pupil behavior in class, during lunch and other activities.
- ❖ Consult, as appropriate, with the Principal or department or grade level head, before initiating any teaching or other procedures not specified in the lesson plans.
- ❖ Maintain appropriate records including checking test papers and recording grades.
- ❖ Oversee student assignments for homework and projects as outlined in lesson plans.
- ❖ Provide for individualized/small group assistance for students as indicated by lesson plans.
- ❖ Follow all district and individual school policies, rules and procedures of Academy.
- ❖ Any other duties as assigned.

Requirements:

- ❖ Demonstrate ability to work as part of a team.
- ❖ Basic computer skills.
- ❖ Verbal and written communication skills.
- ❖ Criminal Records clearance.
- ❖ Unprofessional Conduct clearance.
- ❖ Valid Michigan Teaching Certificate or Valid Michigan Substitute Permit.

Job Title: Special Education Resource Room Teacher
Contract: School Year
Reports To: Administration/Principal
Employed By: TRG

Job Summary:

Working in a full-time capacity, the academic subject area Teacher will facilitate student learning utilizing a variety of methodologies and curriculum resources to increase student achievement, and work with an educational team to develop and implement the School program and develop individualized learning plans for each student.

Performance Duties:

- ❖ Develop course objectives and outlines following School curriculum guidelines and requirements.
- ❖ Facilitate and communicate knowledge and strategies for learning to students.
- ❖ Use data to prepare and plan lessons, projects and a variety of student assessments.
- ❖ Administer School approved standardized tests.
- ❖ Demonstrate competency in assigned subject areas, the art of instruction, the use of multiple teaching strategies and technology.
- ❖ Teach rules of conduct and proper etiquette.
- ❖ Develop individual and group activities, which stimulate growth in the cognitive, affective and physical dimensions of each student.
- ❖ Prepare and maintain accurate and appropriate student attendance and grade records as outlined by the Administrator/Principal.
- ❖ Prepare and disseminate student progress reports to parents.
- ❖ Maintain an orderly, secure, attractive and nurturing classroom environment conducive to learning.
- ❖ Supervise students within the School setting and on School grounds.
- ❖ Counsel students regarding academic and behavioral problems.
- ❖ Provide consistent and progressive corrective discipline.
- ❖ Promote ongoing communication with parents; establish and maintain home-School relationship.
- ❖ **Maintain compliance with documentation, procedures, policies, implementation of IEP, IEPT, and all other special education requirements as directed by administration.**
- ❖ Participate in school fund-raisers, extra-curricular activities, School-wide annual programs and social events.
- ❖ Coordinate field trips.
- ❖ Additional requirements necessary for special education process.
- ❖ Other duties assigned by Administrator/Principal.

Requirements:

- ❖ Bachelor's degree.
- ❖ Michigan teacher certification; appropriate endorsement in subject area or special education as applicable.
- ❖ Highly qualified under Fed. Law.

- ❖ Teaching experience preferred.
- ❖ Satisfactory performance ratings in delivery of instruction and classroom management.
- ❖ Evidence of recent participation in professional development.
- ❖ Satisfactory completion of oral and written interview.
- ❖ Criminal Records clearance.
- ❖ Unprofessional Conduct clearance.

Job Title: Intervention Specialist
Contract: Extended School Year
Reports To: Administration/Principal
Employed By: TRG

Job Summary:

Intervention Specialists are responsible for the teaching and learning of academically struggling students. He/she will organize and implement modified/individual curriculum and assessments and support, team-teach, and/or coach classroom teachers of struggling students and provide updated communication to Administrator/Principal and parents.

Performance Duties:

- ❖ Develop course objectives and outlines following School curriculum guidelines and requirements.
- ❖ Facilitate and communicate knowledge and strategies for learning to students and staff.
- ❖ Prepare and plan lessons, projects and a variety of student assessments.
- ❖ Administer School-approved standardized tests.
- ❖ Demonstrate competency in assigned subject areas, the art of instruction, the use of multiple teaching strategies and technology.
- ❖ Teach rules of conduct and proper etiquette.
- ❖ Develop individual and group activities, which stimulate growth in the cognitive, affective and physical dimensions of each student.
- ❖ Prepare, maintain, and supervise accurate and appropriate student attendance, and daily tracking logs/PARS as outlined by the Administrator/Principal.
- ❖ Prepare and disseminate student progress reports to parents.
- ❖ Maintain an orderly, secure, attractive and nurturing classroom environment conducive to learning.
- ❖ Supervise students within the School setting and on School grounds.
- ❖ Counsel students regarding academic and behavioral problems.
- ❖ Provide consistent and progressive corrective discipline.
- ❖ Promote ongoing communication with parents; establish and maintain home-school relationship.
- ❖ Participate in School fund-raisers, extra-curricular activities, School-wide annual programs and social events.
- ❖ Maintain schedule for program time in classrooms and with pull-out groups of students.
- ❖ Participate and provide guidance for the RTI Team and classroom teachers.
- ❖ Provide guidance, coaching, and feedback on strategies and best practices to meet the needs of struggling students with assigned classroom teachers.
- ❖ Participate on the School Improvement Team and provide student achievement data for decision-making.
- ❖ Participate in and conduct workshops, conferences and in-services for professional growth and staff development.
- ❖ Initiate and implement processes for monitoring and evaluating student achievement and growth.

EDUCATIONAL SERVICE PROVIDER AGREEMENT

This Educational Service Provider Agreement is made and entered into as of the 1st day of July, 2025, by and between The Romine Group, Inc, (hereafter referred to as "TRG") a Michigan corporation located at 7877 Stead Street, Utica, Michigan and Merritt Academy ("Academy"), by and through its Board of Directors ("Academy Board"), formed under Part 6A of the Revised School Code (the "Code"), as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws located in Michigan.

The following is a recital of facts underlying this Agreement:

The Academy is a public school academy, organized under the Code. The Academy has been issued a contract, dated July 1, 2025 (the "Contract"), from the Saginaw Valley State University Board of Control ("University Board," or the "Authorizer") to organize and operate a public school academy, with the University Board as the authorizing body. The Code permits a public school academy to contract with persons and entities for the operation and management of a public school academy.

TRG specializes in providing educational institutions, vocational schools, businesses, churches and other organizations with a variety of educational services and products, including management, curriculums, educational programs, teacher training, and technology. TRG's products and services are designed to serve the needs of a diverse student population.

The Academy and TRG desire to create an enduring educational partnership, whereby the Academy and TRG will work together to bring educational excellence and innovation to the New Haven, Michigan area, based on TRG's school design, comprehensive educational program (as defined in Art. III, Section B), institutional principles and management methodologies.

In order to implement an innovative educational program at the school, the parties desire to establish this arrangement for the management and operation of certain of the Academy's educational and administrative activities or functions.

Therefore, it is mutually agreed as follows:

ARTICLE I TERM

This Agreement shall become effective after execution only upon notification from the Director of the School/University Partnership Office ("SUPO") that it has been reviewed and the Director of SUPO does not disapprove of the Agreement. Once effective, this Agreement shall run coterminous with the Contract issued to the Academy by the University Board. If the Academy's Contract issued by the University Board is suspended, revoked or terminated, or a new charter contract is not issued to the Academy

after expiration of the Contract, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Academy's Contract is suspended, revoked, terminated or expires without further action of the parties. The term of this Agreement shall not exceed the term of the Contract.

ARTICLE II

CONTRACTUAL RELATIONSHIP

A. Authority. The Academy Board represents that it is authorized by law to contract with a private entity and for that entity to provide educational and management services. The Academy Board further represents that it has been issued a Contract by the University Board to organize and operate a public school academy situated in Michigan. The Academy Board is therefore authorized by the University Board to supervise and control the Academy, and is vested with all powers within applicable law for carrying out the educational program contemplated in this Agreement.

B. Contract. Acting under and in the exercise of such authority, the Academy hereby contracts with TRG, to the extent permitted by law, to provide all functions relating to the provision of educational services and the management and operation of the Academy in accordance with the terms of this Agreement and the Contract. TRG agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by the University Board. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in the Agreement.

C. Status of the Parties. TRG is not a division or a part of the Academy. The Academy is a body corporate and governmental entity authorized by the Code, and is not a division or part of TRG. The relationship between TRG and the Academy is based solely on the terms of this Agreement. No provision of this Agreement shall interfere with the Academy Board's duties under the Contract or the Academy's statutory, or contractual, or fiduciary responsibilities governing the operation of the Academy, and neither shall be limited or rendered impossible by any action or inaction of TRG. Additionally, no action or inaction by TRG or any provision in the Agreement shall prohibit the Academy Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act. Board members, Academy employees, and their respective spouses and immediate family members may not have direct or indirect ownership, employment, contractual or management interest in TRG. The relationship between the Academy and TRG shall be consistent with the conflicts of interest and prohibited familial relationship provisions set forth in the Contract and applicable law.

D. Independent Contractor Status. The relationship between the parties created by this Agreement is that of an independent contractor, and not employer-employee or joint-employers. No agent or employee of TRG shall be determined to be the agent or employee of the Academy except as expressly acknowledged in writing by the Academy. Notwithstanding the foregoing, TRG and its employees are designated as limited agents

of the Academy in the following specific instances only:

1. TRG, its respective officers, directors, employees, and designated agents are hereby authorized to serve as agents of the Academy having a legitimate educational interest in the Educational Program and the Academy's students such that they are jointly and severally entitled to access to educational records under 20 U.S.C. Section 1232g *et seq.*, the Family Educational Rights and Privacy Act ("FERPA"). TRG and its employees and subcontractors agree to comply with FERPA and corresponding regulations applicable to school officials.

2. During the term of this Agreement, the Academy may disclose, and TRG and its respective officers, directors, employees and designated agents may have access to, confidential data and information to the extent permitted by applicable law, including without limitation, the Individual with Disabilities Education Act ("IDEA"), 20 USC §1401 *et seq.*, 34 CFR §§ 300.610 – 300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR § 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 *et seq.*; the Americans with Disabilities Act, 42 USC §12101 *et seq.*; the Health Insurance Portability and Accountability Act ("HIPAA"), 42 USC §§ 1320d – 13200d-8; 45 CFR §§ 160, 162 and 164; and social security numbers, as protected by the federal Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL 445.84. TRG agrees that it shall comply with all applicable law regarding the safeguarding of the confidentiality of such information

3. As otherwise expressly designated by written agreement of the parties with consent from anyone whose consent is required by law or contract.

TRG will be solely responsible for its acts and the acts of its agents, employees, and subcontractors. No provision of this Agreement shall predetermine the Academy Board's course of action in choosing to assert or not assert, waive or not waive, governmental immunity.

E. Bankruptcy Notice. TRG shall notify the Academy Board if any principal or officer of TRG, or TRG as a corporate entity (including any related organizations or organizations in which a principal or officer of the TRG served as a principal or officer), has filed for bankruptcy protection in the last six months or within any applicable preference period, whichever is longer.

F. Personally Identifiable Information. TRG agrees to treat all personally identifiable information ("PII") received from the Academy or from students confidentially and securely, in compliance with all applicable laws and regulations related to protecting the privacy of PII, including without limitation FERPA, the Code, and Section 5 of Michigan's Student Online Personal Protection Act. MCL 388.1295. Except as permitted under the Code, TRG shall not sell or otherwise provide to a for-profit business entity any PII that is part of an Academy student's education records. If TRG receives information that is part of an Academy student's education records, TRG shall not sell or otherwise provide the information to any person except as permitted under the Code. For purposes

of this section, the terms “educational records” and “personally identifiable information” shall have the same meaning as those terms in Section 1136 of the Code. MCL 380.1136. In addition, TRG will maintain a documented security program that incorporates appropriate, commercially reasonable and industry-standard measures to protect such PII. TRG will notify the Academy of any security breaches that impact PII received from the Academy or from students within a commercially reasonable time after discovery and will provide regular status updates until the breach is resolved. In the event of a data breach of confidential information, including but not limited to the release of PII from Academy education records or other records, TRG will notify students and families, and take all necessary action to mitigate the data security breach in accordance with Academy policy. After final resolution of the breach, TRG will provide the Academy with a final incident report.

G. Chief Administrative Officer. Pursuant to the Uniform Budget and Accounting Act, MCL 141.422b, the Academy Board is responsible for designating the Chief Administrative Officer for the Academy. If the Academy employs a superintendent, then the Academy Board may designate the superintendent as the Chief Administrative Officer of the Academy. If the Academy does not contract with a superintendent, then the Academy Board shall designate an Academy Board member as the Chief Administrative Officer of the Academy. Neither TRG nor any TRG owner, officer, director, employee or agent shall be designated as the Chief Administrative Officer of the Academy, but a TRG employee may be a designee or assist an Academy Board member who is the Chief Administrative Officer in carrying out their responsibilities as enumerated by Academy Board action.

ARTICLE III

FUNCTIONS TO BE PERFORMED BY THE ROMINE GROUP

In consideration of the management fee paid by the Academy, TRG shall perform the-following:

A. Responsibility. TRG shall be responsible and accountable to the Academy Board, for the management, operation and performance of the Academy. TRG shall comply with the requirements under the Contract to the extent TRG is performing services on behalf of the Academy.

B. Educational Program. The educational program contained in the Contract (“Educational Program”) and the program of instruction shall be implemented by TRG. TRG may recommend changes in the Educational Program to the Academy Board. The Educational Program may be adapted and modified from time to time with prior Academy Board approval and in conjunction with the Contract amendment process, it being understood that an essential principle of a successful, effective educational program is its flexibility, adaptability, and capacity to change in the interest of continuous improvement and efficiency, and that the Academy and TRG are interested in results and not in inflexible prescriptions.

C. Strategic Planning. At the request of the Academy Board, TRG shall help design strategic plans for the continuing educational and financial benefit of the Academy.

D. Public Relations. TRG shall assist the Academy Board with the design and implementation of an ongoing public relations strategy for the development of beneficial and harmonious relationships with other organizations and the community.

E. Special Functions. Consistent with the Academy Board's approved annual budget, TRG will provide the following services to the Academy under the direction and supervision of the Academy Board:

Operational Public School Academy Services

1. Financial
 - * Preparation of an annual budget
 - * Develop salary schedules
 - * Select benefit packages
 - * Determine retirement options
 - * Financial reporting and compliance
 - * Provide Payroll Services
 - * Assist with yearly audit and locating C.P.A. (however, the Academy Board shall have the sole authority to select and retain an independent accounting firm to conduct the annual audit)
 - * Pay Academy Board approved invoices on a timely basis
2. Educational Planning
 - * Curriculum Expansion and Oversight
 - * Recommend methods of assessment to be approved by the Academy Board
 - * Assist with development and implementation of School Improvement Plan
 - * Assist with accreditation of Academy from North Central Association
 - * Assist with development and implementation of Technology Plan
3. Staff Development
 - * Offer workshops and seminars
 - * Offer professional growth activities
 - * Develop and, after Academy Board approval, administer Administrator and Educator evaluation and observation in accordance with Sections 1249 and 1250 of the Code
4. Problem Solving
 - * Manage TRG Personnel issues
 - * Conflict resolution
 - * Student/parent/teacher issues

5. Compliance Issues
 - * Membership reports
 - * Annual reports
 - * Annual audits
6. Purchase equipment/furniture approved by the Academy Board
7. Contracted Services (as needed)
 - * Maintenance (building)
 - * Cleaning supplies/equipment
 - * Snow removal
 - * Lawn service
 - * Painting
 - * Landscaping
 - * Parking lot maintenance
 - * Playground equipment
 - * Athletic equipment

Assets provided, or caused to be provided, to the Academy by TRG with funds TRG has received from sources other than the Academy under Article V shall remain the property of TRG or the providing entity unless agreed in writing to the contrary. All acquisitions made by TRG for the Academy with funds TRG has received pursuant to Article V including, but not limited to, instructional materials, equipment, supplies, furniture, computers and technology, shall be owned by and remain the property of the Academy. The Academy Board shall retain the obligation, as provided in Section 1274 of the Code, to adopt written policies governing the procurement of supplies, materials, and equipment. In the event that TRG purchases supplies, materials, or equipment from third parties as agent for or on behalf of the Academy, TRG shall comply with Section 1274 of the Code as if the Academy were making such purchases directly from a third party and such equipment, materials, and supplies shall be and remain the property of the Academy. TRG certifies that there shall be no markup of costs or any added fees for supplies, materials, or equipment procured by TRG on the Academy's behalf and that said supplies, materials and/or equipment shall be inventoried in such a way that it can be clearly established which property belongs to the Academy.

- F. **Subcontracts.** TRG reserves the right to subcontract any and all aspects of all other services it agrees to provide to the Academy, including, but not limited to transportation, food service, payroll and/or any computer services with the prior approval of the Academy Board. TRG shall not subcontract the management, oversight, staffing, or operation of the teaching and instructional program, except as specifically permitted herein or with the prior approval of the Academy Board.
- G. **Place of Performance.** TRG reserves the right to perform functions other than instruction, such as purchasing, professional development and administrative functions, off site, unless prohibited by the Contract or applicable law.

- H. **Student Recruitment.** TRG and the Academy shall be jointly responsible for the recruitment of students subject to agreement on general recruitment and admission policies approved by the Academy Board. Application by or for students shall be voluntary and shall be in writing. Students shall be enrolled in accordance with the procedures set forth in the Academy's Contract, applicable Academy Board policies, and in compliance with the Code and other applicable law.
- I. **Legal Requirements.** TRG shall assist the Academy in providing the Educational Program contained in the Contract and required under applicable law and regulations, unless such requirements are, or have been waived by any applicable entities.
- J. **Rules and Procedures.** TRG shall recommend to the Academy Board reasonable rules, regulations and procedures applicable to the Academy, and TRG is authorized and directed to enforce such rules, regulations and procedures adopted by the Academy Board.
- K. **School Years and School Day.** The school year and the school day shall be scheduled as required by law and the Contract.
- L. **Additional Grades and Student Population.** If requested by the Academy Board, TRG, in connection with the Principal, as defined in Article VI Section B, shall make the recommendation to the Academy Board concerning limiting, increasing, or decreasing the number of grades offered and the number of students served per grade or in total, within the limits provided for by the Academy's Contract and the Academy Board's approved annual budget.

ARTICLE IV

OBLIGATIONS OF THE BOARD

The Academy Board shall exercise good faith in considering the recommendations of TRG and the Principal, as defined in Article VI Section B, including, but not limited to their recommendations concerning policies, rules, regulations, procedures, curriculum, budgets, fund raising, public relations and school entrepreneurial affairs. TRG does understand all of these decisions remain the responsibility of the Academy Board and may not be delegated directly to TRG.

ARTICLE V

FINANCIAL ARRANGEMENTS

- A. **Compensation for Services.** During the term of this Agreement, the Academy shall pay TRG a capitation fee of an amount up to ten (10%) percent, based upon all of the funds received by the Academy that the State of Michigan determines the Academy is entitled to receive pursuant to the State School Aid Act of 1979, as amended, for the particular students enrolled in the Academy ("SSA") including the

31A –At Risk, GSRP, Title I, IIA, IID and V program funds. The SSA may change according to overall changes in the student allocations by the State of Michigan. Such fee shall not be less than \$450,000 nor exceed \$900,000 in any one academic year of the Academy.

- B. No Related Parties or Common Control.** TRG will not have any role or relationship with the Academy that, in effect, substantially limits the Academy Board's ability to exercise its rights, including cancellation rights, under this Agreement. The Academy Board may not include any director, officer or employee of a management company that contracts with the Academy. In furtherance of such restriction, it is agreed between the Academy and TRG that none of the voting power of the Academy Board will be vested in TRG or its directors, members, managers, officers, shareholders, and employees, and none of the voting power of the governing body of TRG will be vested in the Academy or its directors, members, managers, officers, shareholders, and employees. The Academy and TRG will not employ the same individuals. Further, the Academy and TRG will not be members of the same controlled group, as defined in Section 1.150-1 (f) of the regulations under the Internal Revenue Code of 1986, as amended, or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code of 1986, as amended.
- C. Payment of Costs.** In addition to the fee described in this Article V(A), the Academy shall reimburse TRG for all costs incurred and paid by TRG in providing the Educational Program and other goods and services, at the Academy pursuant to Articles III, V, and VI of this Agreement, provided such costs are consistent with the Academy budget approved by the Academy Board. Such costs include, but are not limited to, advertising, typing, printing, duplicating, postage, application fees, curriculum materials, textbooks, library books, furniture and equipment, computers, supplies, salaries and related expenses of TRG employees assigned to the Academy to provide goods and services to the Academy (but excluding any corporate costs of TRG), building payments, maintenance, capital improvements (if not paid directly by the Academy) and subcontractor fees. In paying costs on behalf of the Academy, TRG shall not charge an added fee. The Academy shall not reimburse TRG for any costs incurred or paid by TRG as a result of services provided or actions taken pursuant to Articles I, II, IV, VII, VIII (except as otherwise specifically indicated), IX, X, XI, XII, and XIII of this Agreement. The Academy Board may pay or reimburse TRG for approved fees or expenses upon properly presented documentation and approval by the Academy Board, or the Academy Board may advance funds to TRG for the approved fees or expenses associated with the Academy's operation provided that documentation for the fees and expenses are provided for Academy Board ratification at the next regularly scheduling meeting of the Board. Any costs reimbursed to TRG that are determined by the independent audit not to be reasonably incurred on behalf of the Educational Program of the Academy shall be promptly returned to the Academy by TRG.

- D. Time and Priority of Payments.** The fee due to TRG shall be calculated for each school year at the same time as the State of Michigan calculates the SSA, and adjustments to such calculation shall occur at the same time as the State of Michigan makes adjustments to the SSA. TRG shall receive its fee as calculated pursuant to the preceding sentence in eleven (11) installments beginning in October of each school year and ending in August of each school year. Such installment amounts shall be due and payable within five (5) days of receipt by the Academy of its monthly SSA.
- E. Other Revenue Sources.** In order to supplement and enhance the school aid payments received from the State of Michigan, and improve the quality of education, the Academy and TRG shall endeavor to obtain revenue from other sources. In this regard:
- (1) With prior approval of the Academy Board, the Academy and/or TRG shall solicit and receive grants and donations consistent with the mission of the Academy.
 - (2) With prior approval of the Academy Board, the Academy and/or TRG may apply for and receive grant money, in the name of the Academy.
 - (3) To the extent permitted under the Code and with prior approval of the Academy Board, TRG may charge fees to students for Additional Programs (as defined in Article VII, Section A) and charge non-Academy students who participate in such Additional Programs. To the extent that TRG is involved with the management of the Additional Programs, TRG and the Academy will split all revenue collected from the Additional Programs, in a proportion agreed upon by the parties in advance of TRG conducting such programs, less expenses to the Academy caused by such Additional Programs, if not prohibited by law.
- F. Other Institutions.** The Academy acknowledges that TRG may enter into similar management agreements with other public or private educational schools or institutions ("Institutions"). TRG shall maintain separate accounts for reimbursable expenses incurred on behalf of the Academy and other Institutions, and only charge the Academy for expenses incurred on behalf of the Academy. If TRG incurs authorized reimbursable expenses on behalf of Academy and other Institutions which are incapable of precise allocation between the Academy and such Institutions, to the extent permitted under applicable law, then TRG, shall allocate such expenses among all such Institutions, and the Academy, on a pro-rata basis based upon the number of students enrolled at the Academy and the Institutions, or upon such other equitable basis as is acceptable to the parties. All grants or donations received by the Academy or by TRG for the specific benefit of the Academy shall be used solely for the Academy. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program, and shall not include any costs for the marketing and development of TRG, or other schools managed by TRG.

Notwithstanding the above, TRG agrees that no corporate costs or “central office” personnel costs of TRG shall be charged to, or reimbursed by, the Academy, and such corporate costs or “central office” personnel costs shall be paid out of the management fee paid by the Academy.

G. Reporting. TRG shall provide the Academy Board with:

1. All information the Academy’s auditors reasonably request.
2. Reports on Academy operations, finances, and student performance, upon request of the Academy Board, the University Board or the State of Michigan.
3. Level of compensation and fringe benefits of employees assigned to the Academy.
4. On not less than a monthly basis, a financial statement that (at a minimum) includes: a balance sheet, an object-level detailed statement of revenues, expenditures and changes in fund balance that includes a comparison of budget-actual information and an explanation of variances, and recommendations for necessary budget corrections. The foregoing presentation shall be in a form and format acceptable to the Academy Board and shall be provided to the Academy Board members not less than five (5) business days prior to the Academy Board meeting at which the information will be considered in the Academy Board packets sent to Academy Board members in preparation for Academy Board meetings. TRG shall provide special reports as necessary or as reasonably requested by the Academy Board to keep the Board informed of changing conditions
5. Other information on a periodic basis or as reasonably requested by the Academy Board to enable the Academy Board to monitor TRG’s educational performance and the efficiency of its operations of the Academy.

H. Access to Records. TRG shall keep accurate records pertaining to its operation of the Academy, together with all Academy records prepared by or in the possession of TRG, and, retain all of said records to which such books, accounts and records relating to the Academy shall be retained in accordance with the Michigan Department of Education’s (the “Department”) record retention policy, unless required by law to be retained for a longer period. All Academy records in the possession of TRG are owned by the Academy and are Academy records. All financial, educational and student records pertaining to the Academy are Academy property. Such records are subject to the Michigan 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 a withholding or redaction, and shall be physically or electronically available, upon request, at the Academy’s physical facilities. Except as permitted under the Contract and applicable law, nothing in this Agreement shall be interpreted to restrict the University’s or the public’s access to the Academy’s records. All records pertaining to TRG’s teacher and

administrator certifications, as well as a copy of the TRG employee handbook shall be maintained physically on site or directly accessible at the Academy facility. TRG and the Academy shall maintain the proper confidentiality of personnel, student and other records as required by law. TRG shall make all Academy records available to the Academy, the Academy's independent auditor and the University or the SUPO upon request.

- I. **Review of Budget.** TRG shall be responsible for preparing a draft of the annual budget for the Academy Board. The Academy Board shall be responsible for reviewing, revising, and approving the annual budget of the Academy. TRG may not make expenditures or commitments which deviate from the amounts or purposes of appropriations contained in the approved budget without the prior approval of the Academy Board in the form of an approved amendment of the budget in accordance with applicable law and the Contract. In addition, the Academy Board is responsible for determining the budget reserve amount included as part of the Academy's annual budget, for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount, and for approving necessary amendments to the budget to reflect necessary deviations from the adopted budget. The budget may be amended from time to time as deemed necessary by the Academy Board.
- J. **Annual Audit.** The Academy Board shall select, retain, and pay an independent auditor for an annual financial audit in accordance with the Contract and applicable state law. TRG shall cooperate with said auditor and will make sure that all of the Academy's financial records and TRG records related to the Academy are made available to the independent auditor and the University. TRG shall not select, retain, evaluate, or replace the independent auditor for the Academy.
- K. **Payment of Academy Funds.** The Academy Board shall determine the depository of all funds received by the Academy. All funds received by the Academy shall be initially deposited in the Academy's depository account. Signatories on the depository account shall be current Academy Board members properly designated annually by Academy Board resolution. All interest or investment earnings on Academy deposits shall accrue to the Academy. The Academy Board shall provide Academy funding on a consistent and timely basis to TRG to fulfill its obligations under this Agreement.
- L. **Compliance with Section 7.4 of Contract.** TRG shall 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 the Contract.
- M. **Compliance with Section 503c.** On an annual basis, TRG agrees to provide the Academy Board with the same information that a school district is required to disclose under Section 503c of the Code, MCL 380.503c or under section 18(2) of the State Aid Act of 1979, MCL.388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) day of receipt of this

information, the Academy Board shall make the information available to the public on the Academy's website home page, in a form and manner prescribed by the Department. The defined terms in section 503c of the Revised School Code, MCL 380.503c, shall have the same meaning in this Agreement. TRG agrees to make available to the University Board and the public the information required under MCL 380.503.

ARTICLE VI

PERSONNEL & TRAINING

- A. Personnel Responsibility.** Subject to the Contract, Academy Board policies and the Academy Board approved budget, TRG shall, in cooperation with the Academy, recommend to the Academy Board staffing levels, and select, evaluate, assign, discipline and transfer personnel, consistent with state and federal law, and consistent with the parameters adopted and included within the Contract. The Academy and TRG agree that TRG has all the rights, discretion and authority required by law to constitute an "employer" as defined in 29 U.S.C. §152(2) of the National Labor Relations Act and is subject to the jurisdiction of the National Labor Relations Board. The Academy Board may request that TRG personnel be placed elsewhere by TRG if the Academy is dissatisfied with their performance, but all ultimate personnel decisions are reserved to TRG, as the sole employer. TRG shall not have contracts with staff assigned to the Academy (including by way of example and not limitation, teachers, administrators, counselors and the like) which contain non-compete and/or non-solicitation agreements of any nature.
- B. Principal.** Because the accountability of TRG to the Academy is an essential foundation of this partnership, and because the responsibility of a principal ("Principal") is critical to its success, the Principal will be an employee of TRG and TRG will have the authority, consistent with applicable law, to select and supervise the Principal and to hold him or her accountable for the success of the Academy. The employment contract between TRG and the Principal, and the duties and compensation of the Principal shall be determined by TRG consistent with the Contract and the Academy Board's approved budget. The Principal and TRG, in turn, will have similar authority to select and hold accountable the teachers in the Academy.
- C. Teachers.** Subject to the Contract, Academy Board policies, and the Academy Board approved budget, and from time to time thereafter, TRG shall recommend to the Academy Board the number of teachers, and the applicable grade levels and subjects, required for the operation of the Academy. Thereafter, the Academy Board shall determine the number and applicable grade levels and subjects of the Academy. TRG shall provide and assign such teachers, qualified in the grade levels and subjects to the Academy, as are required by the Code, the Academy Board, and the Contract. The curriculum taught by such teachers shall be the curriculum prescribed by the Academy and set forth in the Contract. Such teachers may, in the discretion of TRG, work at the Academy on a full or part time basis,

provided that if teachers work at the Academy on a part time basis, such teachers' salaries and benefits shall be pro-rated in the Academy's budget. If assigned to the Academy on a part time basis, such teachers may also work at other schools managed or operated by TRG. TRG shall ensure that each teacher assigned or retained to the Academy shall hold a valid teaching certificate issued by the State Board of Education under the Code and shall have undergone a criminal background and record check and unprofessional conduct check, as required under the Code for teachers who are employees of the Academy.

- D. Support Staff.** TRG shall recommend, and the Academy Board shall determine, the number and functions of support staff required for the operation of the Academy consistent with the Contract and approved Academy Board approved budget. TRG shall provide and assign the support staff. The parties anticipate that such support staff may include clerical staff, administrative assistants to the Principal, a bookkeeping staff, maintenance personnel, and the like.
- E. Employer of Personnel.** Except as specified in this Agreement, all administrative, instructional, and support staff personnel performing functions on behalf of the Academy shall be employees of TRG. Compensation of all employees of TRG shall be paid by TRG. TRG is responsible for paying employees leased to the Academy or working on Academy operations irrespective of whether TRG receives an advancement of its costs or the payment of services from the Academy. For purposes of this Agreement, "Compensation" shall include salary, fringe benefits, and state and federal tax withholdings. TRG shall be responsible for paying workers' compensation and social security, unemployment, and any other taxes required by law to be paid on behalf of its employees. Unless required by applicable statute, court or administrative decision, or Attorney General's opinion, TRG shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees. TRG shall be responsible for ensuring that all employees and contractors that frequently come into contact with students or are otherwise assigned to or work at the Academy have undergone criminal background checks and unprofessional conduct checks, as if it were a public school academy under the Code. Evidence of same shall be confidential and stored in a secure manner, in physical form, at the Academy or directly accessible at the Academy facility. Teachers employed by TRG shall not be considered teachers for purposes of continuing tenure under MCLA § 38.71 *et seq.*
- F. Training.** TRG shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular and continuous basis. Such methodology shall, at a minimum, utilize TRG's teaching staff to utilize their own professional abilities to provide in-service training to each other. Instructional personnel will receive at least the minimum number of professional development hours as required under the Code. Non-instructional personnel shall receive such training as TRG determines as reasonable and necessary under the circumstances consistent with the Code.

- G. **Other Financial Relationships.** Any lease, promissory notes or other negotiable instruments, lease-purchase agreements or other financing agreements between the Academy and TRG shall be contained in a document separate from this Agreement, and shall be separately approved by the University Board, and shall comply with all applicable law, the Contract issued by the University Board, and any applicable policies created by the University Board and/or the Saginaw Valley State University SUPO.
- H. **Personnel Performance Evaluation System.** TRG agrees that it will adopt, implement and maintain a performance evaluation system for all required personnel as required by the Contract and applicable law.

ARTICLE VII

ADDITIONAL PROGRAMS

- A. **Additional Programs.** The services provided by TRG to the Academy under this Agreement consist of the Educational Program during the school year and school day as set forth in the Contract. With prior approval of the Academy Board, TRG may provide extra services such as, but not limited to, summer and after school programs, athletics, adult and community education and other special programs ("Additional Programs"). In such cases where TRG is responsible for the cost of providing such Additional Programs, TRG and the Academy will split, in proportion agreed upon by the parties in advance of TRG conducting such programs, with the Academy all revenues collected, less expenses to the Academy caused by such programs. Any Additional Programs added to this Agreement shall be documented by written amendment or by separate agreement between the parties consistent with the Contract and the University Board policies.
- B. **Food Service and Transportation.** TRG does not currently provide transportation services to students at the Academy. Academy students are provided a catered lunch program under the normal school lunch program.

ARTICLE VIII

TERMINATION OF AGREEMENT

- A. **Termination By TRG.** Subject to Section VIII(D), TRG may terminate this Agreement with, or without, cause prior to the end of the term with sixty (60) days written notice.
- B. **Termination by the Academy.** Subject to Section VIII(D), the Academy may terminate this Agreement with, or without, cause prior to the end of the term with sixty (60) days written notice.
- C. **Change in Law.** If any federal, state, or local law or regulation, or court decision has a material adverse impact on the ability of either party to carry out its

obligations under this Agreement, then either party, upon written notice, may request renegotiating of the Agreement; and if the parties are unable or unwilling to renegotiate the terms within thirty (30) days after the notice, the party requiring the renegotiation may terminate this Agreement on thirty (30) days further written notice.

- D. Effective Date of Termination.** In the event that this Agreement is terminated by either party prior to the end of the term specified in Article I, any termination of this Agreement for cause or without cause shall not take effect until the earlier of (i) an approved agreement by the Academy with another Educational Service Provider (ESP) (or self-management) is in effect; or (ii) the end of the current school year in which the termination is invoked. A change in ESP (or a decision to self-manage) in mid-school year is strongly discouraged and will be disapproved by the SUPO absent compelling circumstances and a clear demonstration that the new ESP (or transition to self-management) can seamlessly assume management and operations of the school without disrupting the school's operations.
- E. Expiration.** Upon expiration of this Agreement at the completion of the Contract term and where there is no renewal, or upon the termination of this Agreement, whether with or without cause, TRG shall have the right to (a) reclaim any usable property or equipment (e.g., copy machines, personal computers) it provided to the Academy at TRG's expense and not paid for by the Academy, or (b) to make payment for any such property, at the sole option of the Academy Board. If the Academy Board chooses to purchase such property, the purchase price shall be either fair market value of such property determined as of the effective date of the termination or expiration of this Agreement or the depreciated cost of such property, whichever is less. Fixtures and building alterations shall become the property of the building owner.
- F. Transition and Termination.** Upon termination, TRG shall work for a period of up to ninety (90) days if deemed necessary by the Academy to transition to a new ESP. The fee shall be in accordance with Article V unless otherwise agreed upon by the parties. However, upon termination or expiration of the Agreement, or in the event the Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, TRG shall, without charge: (i) close the books on the then-current school fiscal year, which includes but is not limited to the completion and submission of the annual financial audit, state and federal grant reporting and all other associated reporting required within the required timelines established by the appropriate local, state or federal authority; (ii) organize and prepare the Academy's records, both electronic and hard-copy, for transition to the new ESP, self-management or dissolution (This includes any keys, log-in information and passwords related to any Academy records); (iii) provide the Academy with an updated fixed asset schedule showing all property owned by the Academy including, but not limited to, furniture, fixtures, equipment and real estate; (iv) provide an updated list of outstanding vendor invoices with total amounts owed (including the total outstanding owed by the Academy to TRG, if any; (v) the

amount owed by TRG to the Academy, if any; (vi) organize and prepare student records for transition to the new ESP, self-management or in the cause of a school closure, transfer to a student's new school as designated by the student's parent / legal guardian or to a person or entity authorized to hold such records; (vii) ensure the closeout of existing grants and the transfer of grant funded property to Academy, if applicable; and (viii) provide for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by TRG to the Academy.

- G. No Penalty Early Termination.** In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Michigan Department under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507(7), and Section 9.3 of the Contract, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy. Neither TRG nor any subcontracted person or entity of TRG shall have any recourse against the Academy, the University, any third party affiliated or engaged by the University, or the University Board for implementing such site closure or reconstitution.

ARTICLE IX

PROPRIETARY INFORMATION

- A. Proprietary Information.** The Academy owns all proprietary rights to curriculum or educational materials that: (i) are both directly developed and paid for by the Academy; or (ii) were developed by TRG at the direction of the Academy Board with Academy funds dedicated to the purpose of developing such curriculum or materials. TRG owns all proprietary rights to curriculum and educational materials previously developed or copyrighted by TRG, curriculum and educational materials developed by TRG not using funds from the Academy, and curriculum and educational materials not dedicated to the specific purpose of developing Academy curriculum or educational materials. TRG and the Academy shall each have the sole and exclusive right to license materials for which they own proprietary rights for use by other school districts, public schools and customers or to modify and/or sell material to other schools and customers. The Academy and TRG each shall use reasonable efforts to ensure that its personnel and agents refrain from disclosing, publishing, copying, transmitting, modifying, altering or utilizing proprietary information owned by the other party. TRG's educational materials and teaching techniques used by the Academy are subject to disclosure under the Code and the Freedom of Information Act.

- B. Required Disclosure.** The Principal shall be permitted to report any new teaching techniques or methods of revisions to known teaching techniques or methods to the Academy Board and to the State Board of Education, which techniques or methods may thereafter be made available to the public, as provided in Sections 505(3) of the Code, notwithstanding anything contained in this Article IX to the contrary.

ARTICLE X **INDEMNIFICATION**

- A. Indemnification.** To the extent permitted by applicable law, and without waiving any governmental immunities, the Academy shall indemnify and save and hold TRG and all if its employees, officers, directors, subcontractors, and agents (collectively "TRG Employees") harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by Academy or any of its Academy employees in the event of any claim that this Agreement or any part thereof is in violation of law; any noncompliance by the Academy with any agreements, covenants, warranties, or undertakings of the Academy contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the Academy contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse TRG for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit.

TRG shall indemnify and save and hold the Academy and all if its employees, officers, directors, subcontractors, and agents (collectively "Academy Employees") harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by TRG or any of its TRG Employees in the event of any claim that this Agreement or any part thereof is in violation of law; any noncompliance by TRG with any agreements, covenants, warranties, or undertakings of TRG contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of TRG contained in or made pursuant to this Agreement. In addition, TRG shall reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit.

- B. 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 Academy application, the University Board's consideration of or issuance of the 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 TRG, 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 Control members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.

ARTICLE XI **INSURANCE**

A. Insurance of the Academy. The Academy shall maintain insurance coverage in the amounts required by the Contract, including the indemnification of TRG provided by this Agreement. The Academy shall, upon request, present evidence to TRG that it maintains the requisite insurance in compliance with the provisions of this paragraph. TRG shall comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s) or the Contract.

B. Insurance of TRG. TRG shall secure and maintain comprehensive general liability and umbrella insurance, with the Academy and the University listed as additional named insureds. TRG shall maintain insurance coverage in an amount and on such terms as are reasonably acceptable to the Academy Board, the University President and as required by the Contract, including the indemnification of the Academy provided by this Agreement, and including coverage for sexual molestation or abuse. Any policy of insurance maintained by TRG shall not be changed, revoked, or modified absent thirty (30) days' notice to the University President. In the event the University President modifies the level, type, scope or other aspects of such coverage, TRG shall undertake like and similar modifications within thirty (30) days of being notified of such change. TRG shall, upon request, present evidence to the Academy that it maintains the requisite insurance in compliance with the provisions of this paragraph. The Academy shall comply with any information or reporting requirements applicable to TRG under TRG's policy with its insurer(s). TRG's insurance is separate from and in addition to the insurance the Academy Board is required to obtain under the Contract. The cost of procuring insurance coverage under this Agreement is a corporate cost to be paid by TRG.

C. Worker's Compensation Insurance. Each party shall maintain workers' compensation insurance when and as required by law, covering their respective employees.

ARTICLE XII
WARRANTIES AND REPRESENTATIONS

The Academy and TRG each represent that it has the authority under law to execute, deliver, and perform this Agreement, and to incur the obligations provided for under this Agreement, that its actions have been duly and validly authorized, and that it will take all steps reasonably required to implement this Agreement. The Academy and TRG mutually warrant to the other that there are no pending actions, claims, suits, or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XIII
MISCELLANEOUS

- A. Sole Agreement.** This Agreement supersedes and replaces any and all prior agreements and understanding between the Academy and TRG.
- B. Force Majeure.** Neither party shall be liable if the performance of any part or all of this contract is prevented, delayed, hindered, or otherwise made impracticable, or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, or any other casualty, or cause beyond either part's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- C. Notices.** All notices, demands, requests, and consents under this Agreement shall be in writing, shall be delivered to each party, and shall be effective when received by the parties or mailed to the parties at their respective addresses set forth below, or at such other address as may be furnished by a party to the other party:

With a copy to:

Merritt Academy
59900 Havenridge Rd
New Haven, MI 48048
Attn. President, Board of Directors


Aimee Gibbs
Dickinson Wright PLLC
350 S. Main Street Suite 300
Ann Arbor, MI 48104

The Romine Group, Inc.
Corporate Headquarters
7877 Stead Street
Utica, Michigan 48317
Attention: Angela Gilbert


- D. **Severability.** The invalidity of any of the covenants, phases, or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phase, or clause had not been contained in this Agreement.
- E. **Successors.** This Agreement shall be binding upon, and inure to the benefit of the parties and their respective successors.
- F. **Entire Agreement.** This Agreement is the entire agreement between the parties relating to the services provided, and the compensation for such services. The Academy Board and TRG may not substantially amend this Agreement without notification to the University President pursuant to the Contract and applicable SUPO policies. Said amendment shall not be contrary to the University ESP Policies and it must be accompanied by a legal opinion. The Academy is responsible for submitting any and all amendments, whether or not substantial, in final draft form to the University President Designee for review under the Contract within 10 days of such amendment. No 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 Amendment thereto.
- G. **Non-Waiver.** No failure of either party in exercising any right, power, or privilege under this Agreement shall affect such right, power, or privileges, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.
- H. **Assignment.** This Agreement shall not be assigned or assignable to any third party.
- I. **Survival of Termination.** All representations, warranties, and indemnities made herein shall survive termination of this Agreement.
- J. **Governing Law.** This Agreement shall be governed by and enforced in accordance with the law of the State of Michigan. Nothing in this Agreement shall be construed as delegating to TRG any powers of the Academy Board that are not subject to delegation by the Academy Board under Michigan law or the Contract.

The parties have executed this Agreement as of the day and year first above written.

THE ROMINE GROUP, INC.


BY: Jean R. Dery
ITS: President
DATE: 6/1/2025

MERRITT ACADEMY


BY: Jean R. Dery
ITS: President
DATE: 6/1/2025

SCHEDULE 8
DESCRIPTION OF PHYSICAL PLANT

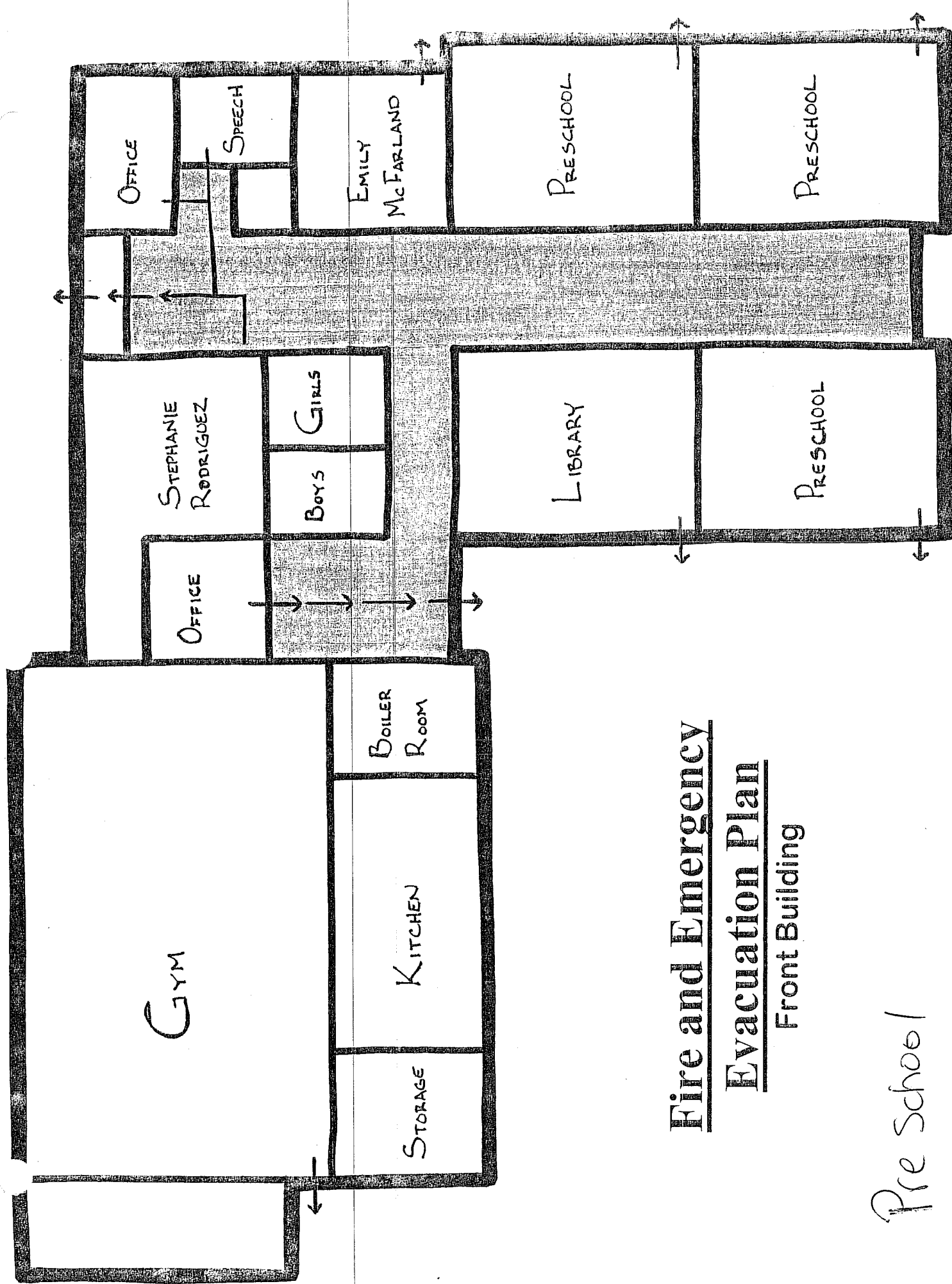
- Certificate of Occupancy for each site at which academy operates.
- Description of each site at which academy operates, as well as grade configuration.
- Lease, if applicable.
- Land contract, if applicable.
- Deed evidencing ownership of property, if applicable.
- If facility or facilities are financed 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 Charter Collaborative, and the debt-service schedule evidenced in the financing documents.

Site Description

Merritt Academy is located at 59900 Haven Ridge Rd., New Haven, Michigan, 48048, which is in Macomb County. Inside the approximate 61,000 square feet of buildings there are 30 classrooms, 2 media centers, cafeteria with kitchen, full high school gymnasium with separate boys' and girls' locker rooms, elementary size gymnasium/multipurpose room, library, administrative offices, teachers' lounge, conference room, and restrooms.

Merritt Academy has four separate buildings. The High School building, which houses grades 9-12, is the newest building constructed on the site. There are also 2 portables, which have now been made into permanent structures with brick exterior walls. The back pod hosts grades K-3rd and the front pod hosts grades 4th-8th. The front building, which is the original and oldest building on the site, is used for pre-K and some specials classes such as elementary art and gym.

Merritt Academy sits on 15.9 sprawling acres on which there is a high school soccer field, high school baseball/softball field, outdoor basketball court, full play ground, and 2 asphalt parking lots with approximately 180 parking spaces.

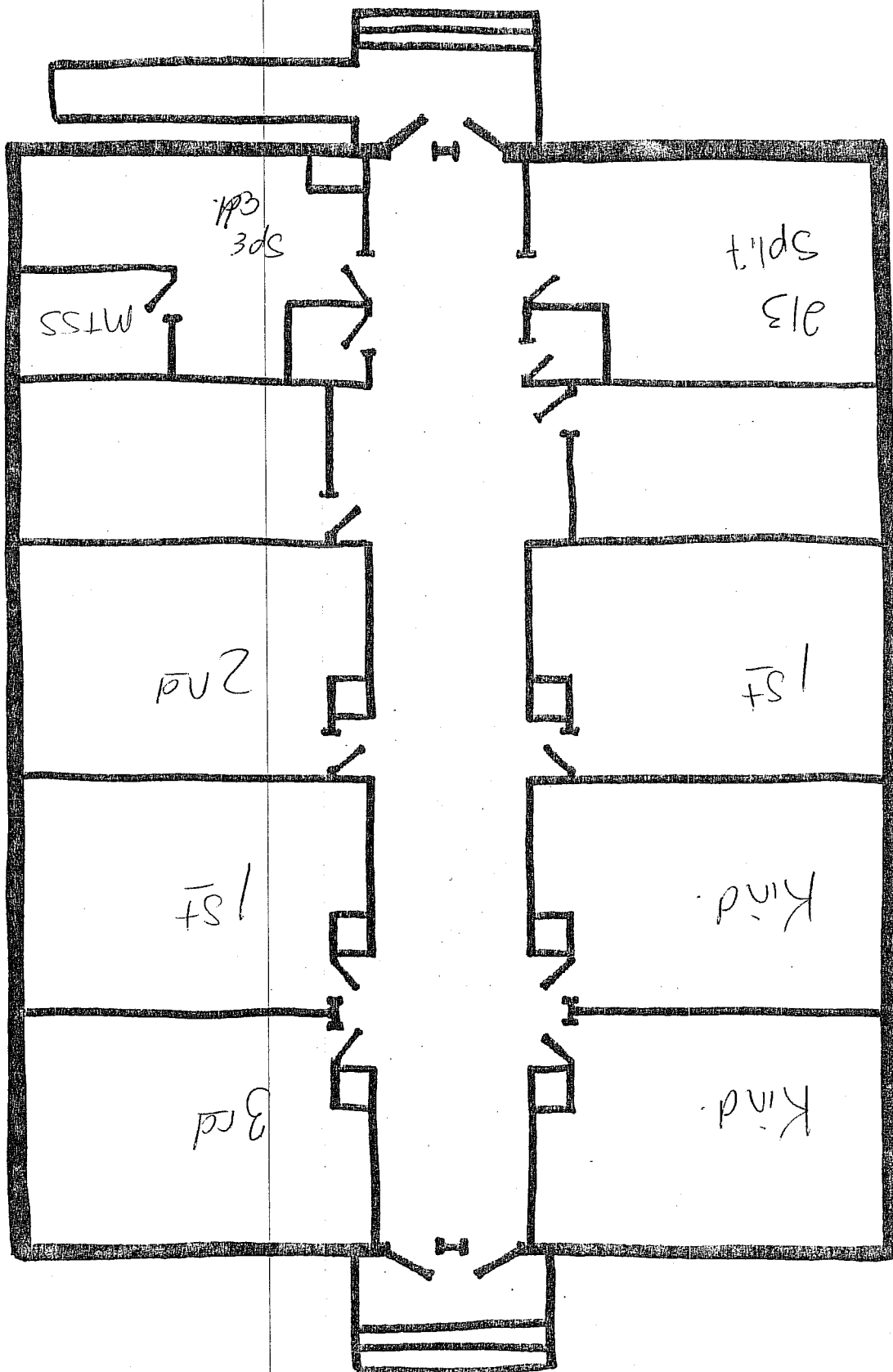


Fire and Emergency

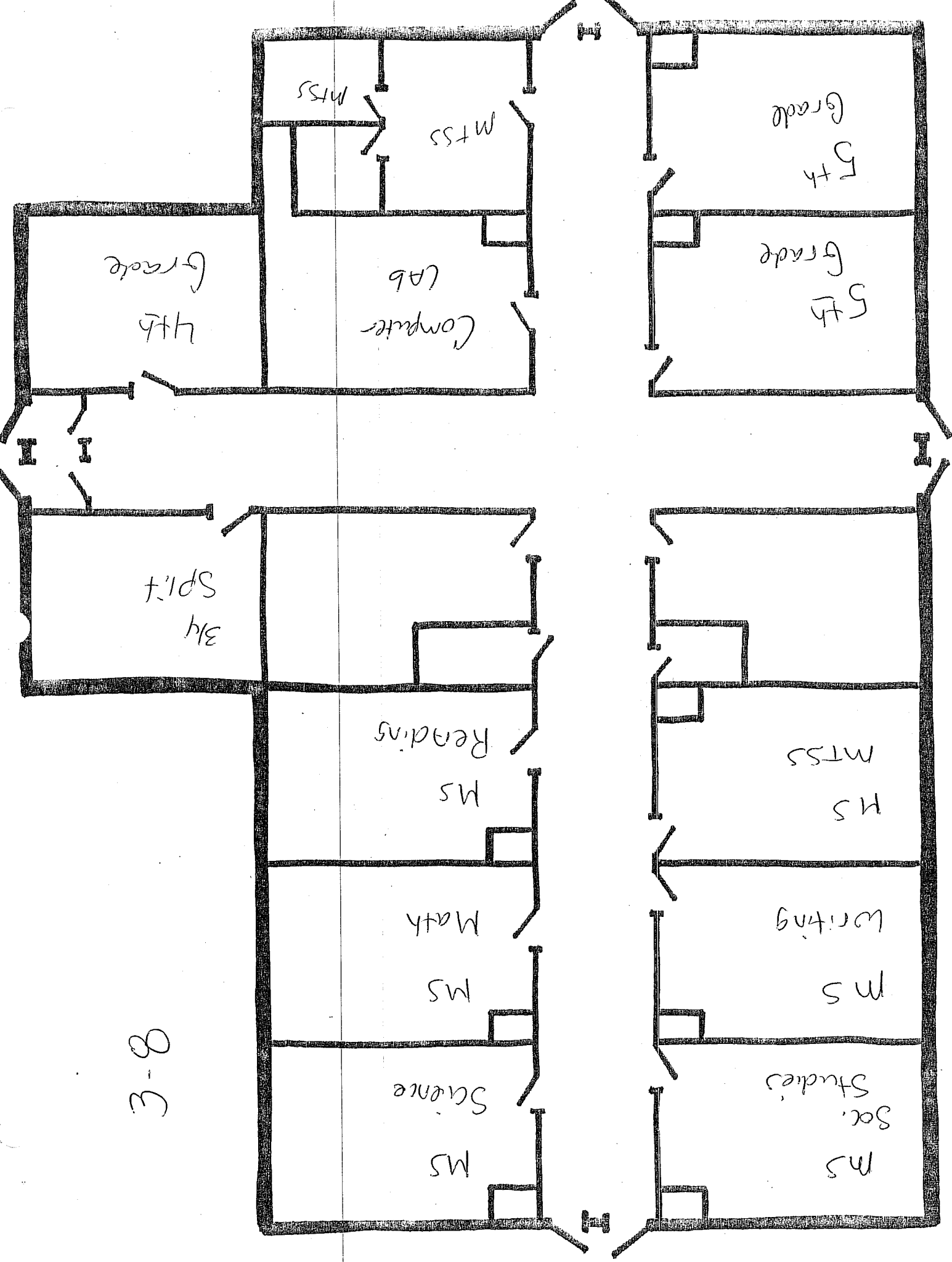
Evacuation Plan

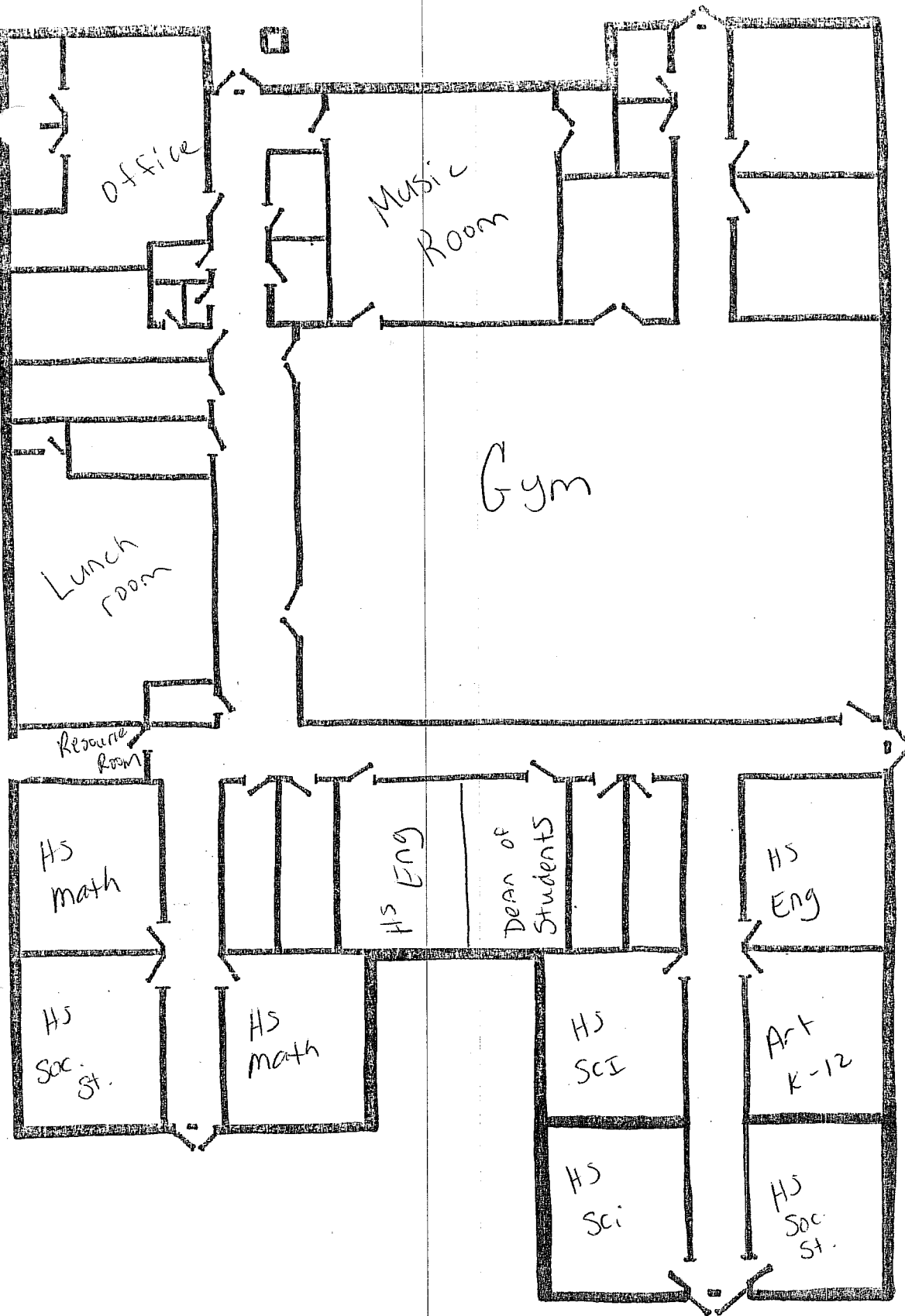
Front Building

Pre School



K-2





School
High

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

Michigan Department of Licensing and Regulatory Affairs

Bureau of Construction Codes/Building Division

P.O. Box 30254

Lansing, MI 48909

Authority: 1972 PA 230

(517) 241-9317

(6 classrooms added onto HS building)

Building Permit No: BLDG21-01229

59900 HAVENRIDGE RD

NEW HAVEN, MI 48048

COUNTY: MACOMB

The above named building of Use Group E, Education and Construction Type 5B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

Print Date: 04/26/2022

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

**Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317**

**Building Permit No. B037706 2 HS Classrooms
Merritt Academy
59900 Havenridge Road
New Haven, Michigan
Macomb County**

The above named building of Use Group E and Construction Type 5B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.



**Todd Y. Cordill, NCARB
Chief**

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

April 1, 2015

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

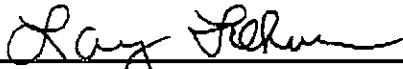
**Michigan Department of Labor & Economic Growth
Bureau of Construction Codes & Fire Safety/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317**

High School

**Building Permit No. LB023367
Merritt Academy
59900 Havenridge
New Haven Twp, Michigan
Macomb County**

The above named building of Use Group E and Construction Type 5B is approved for use and occupancy.

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



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

October 6, 2006

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT


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

Building Permit No. B0020309
Merritt Academy
59900 Havenridge
New Haven, Michigan
Macomb County

Middle School Portables

The above named building of Use Group E and Construction Type 5B is approved for use and occupancy.

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



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

January 12, 2006



State of Michigan
John Engler, Governor

Department of Consumer & Industry Services
Noelle A. Clark, Director

Inspection Report

Page 1 of 1

OFS-40

Office of Fire Safety

General Office Building

7150 Harris Drive

Lansing, MI 48909-7504

Web Site www.michigan.gov/cis

FACILITY NAME Merritt Academy-New Haven	DATE August 30, 2002	COUNTY Macomb	PROJECT 1471-02
ADDRESS 59900 Haven Ridge Road	FACILITY TYPE Charter School	RULES/CODES School - 99	JOB/LIC/FAC. NO.
CITY, STATE ZIP CODE New Haven, MI 48048	FACILITY REPRESENTATIVE Tim Toepel, Principal & Paul Romine, Project Mgr.	INSPECTION TYPE Inspection - Final	

Portm...

A final fire safety inspection was completed this date. There were no deficiencies. Full approval.

Electrical certified permit #276616

Fire alarm & fire suppression certified 8/16/02.

Health approval not required.

Tim Toepel Principal & Paul Romine
Merritt Academy-New Haven
59900 Haven Ridge Road
New Haven, MI 48048
586-749-8582

Ron Schneider, Saginaw Valley State University, 989-249-4636

New Haven Fire & Rescue

FIRE SAFETY CERTIFICATION Full Approval		PROJECT STATUS Closed	REVIEWED BY
DISTRIBUTION	INSPECTING OFFICIAL	ADDRESS	24155 Drake Road
Facility File	Jon L. Curtis	Farmington, MI 48335	
IS/HQ Local FD	SIGNATURE OF OFFICIAL	TELEPHONE	248-888-8767
		FAX	248-888-8760
		E-MAIL	jcurti@michigan.gov



State of Michigan
John Engler, Governor

Department of Consumer & Industry Services
Kathleen M. Wilbur, Director

Inspection Report

Page 1 of 1

OFS-40

Office of Fire Safety
General Office Building

7150 Harris Drive

Lansing, MI 48909-7504

Web Site www.cis.state.mi.us/fire

FACILITY NAME Merritt Academy	DATE 02/14/2002	COUNTY Macomb	PROJECT 1046-01
ADDRESS 59900 Haven Rd	FACILITY TYPE School	RULES/CODES School - 99	JOB/LIC/FAC. NO.
CITY, STATE ZIP CODE New Baltimore, MI 48048	FACILITY REPRESENTATIVE John Romine	INSPECTION TYPE Re-Check Final	

RE: NEW CHARTER SCHOOL

A recheck fire safety inspection was completed this date. Deficiencies noted in prior inspection reports have been satisfactorily corrected. This report may be considered as final approval of this project.

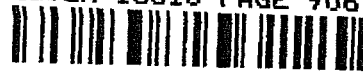
Final electrical approval/inspection was completed by B McCarthy, State of Michigan 1-20-02 permit #257608

CC:

Romine Group 810 359-2822
New Haven Fire & Rescue

Original

FIRE SAFETY CERTIFICATION Approved		PROJECT STATUS Closed	REVIEWED BY
DISTRIBUTION Facility File CIS/HQ Local FD Education	INSPECTING OFFICIAL David Sass SIGNATURE OF OFFICIAL 	ADDRESS 24155 Drake Rd. Farmington, MI 48335 (248) 888-8764 (248) 888-8760 david.sass@cis.state.mi.us	TELEPHONE FAX E-MAIL



01/20/2005 11:34:48 A.M.
MACOMB COUNTY, MI SEAL
CARNELLA SABAUGH, REGISTER OF DEEDS

This is to certify that according to the County
Treasurer's records there are no tax liens
on this property and that the taxes are paid
for five years prior to the date on this instrument
except 20 No 99436 TED B. WAHBY
Macomb County Treasurer BY *[Signature]*
This certification does not include current taxes now
being collected. Date 1-20-05

CHIRCO TITLE COMPANY
an agency for Lawyers Title Insurance Company
26800 Harper Avenue
St. Clair Shores, MI 48081

WARRANTY DEED
Statutory Form
97232FM

PHONE: 586-772-7020
FAX: 586-772-3534

KNOW ALL MEN BY THESE PRESENTS: That Woodcrest Management, L.L.C., A Michigan Limited Liability Company, Grantor, whose address is 6187 Lakeshore Rd, Lexington, MI 48450, conveys and warrants to Merritt Academy, Inc., A Michigan Non-Profit Corporation, Grantee, whose address is 59900 Havenridge, New Haven, MI 48048, the following described premises situated in the Village of New Haven, County of Macomb, State of Michigan, to wit:

SEE ATTACHED EXHIBIT "A"

Commonly known as: 59900 Havenridge, New Haven, MI 48048

If the land being conveyed is unplatted, the following is deemed to be included: "This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act."

for the full consideration of Two Million Two Hundred Twenty-Five Thousand and 00/100 (\$2,225,000.00)

(exempt pursuant to MCLA 380.503(8))
Subject to: Easements, restrictions and zoning ordinances of record, if any, and further subject to those taxes which pursuant to Michigan Public Act 143 of 1995 became a lien on December 31, 2003 and which first become due and payable on a date subsequent to the date of closing.

Dated this 20th day of December, 2004.

Woodcrest Management, L.L.C.

[Signature]
John C. Romine, Designated Agent

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this the 20th day of December, 2004 by John C. Romine, Designated Agent of Woodcrest Management, L.L.C. on behalf of said Woodcrest Management, L.L.C.

DEBORAH FRONTIERA
Notary Public, Macomb County, MI
My Commission Expires April 17, 2007
Acting in Macomb County, MI

Notary Public, County, Michigan
My Commission Expires: April 17, 2007

Instrument Drafted by:
John C. Romine
6187 Lakeshore Rd
Lexington, MI 48450

When recorded return to:
Merritt Academy, Inc.
59900 Havenridge
New Haven, MI 48048

Send subsequent tax bills to:
Merritt Academy, Inc.
59900 Havenridge
New Haven, MI 48048

Tax Item No. ~~26-28-401-082~~

Recording Fee \$18.00 County Tr Tax: \$0.00 State Tr Tax: \$0.00 Total Tr Tax: \$0.00

EXHIBIT "A"
LEGAL DESCRIPTION

Town 4 North, Range 14 East, Section 28, beginning at a point, South 165.0 feet from the center post of Section 28; thence South 262.50 feet; thence South 89 degrees 05 minutes 30 seconds East 180.0 feet; thence South 150.0 feet; thence South 89 degrees 05 minutes 30 seconds East 1140.0 feet; thence North 412.50 feet; thence North 89 degrees 05 minutes 30 seconds West 1320.0 feet to the point of beginning.

Excepting therefrom the following parcel of land deeded to the Village of New Haven as recorded in Liber 3402, Page 791, Macomb County Records, described as:

Part of the Southeast 1/4 of Section 28, Town 4 North, Range 14 East, Village of New Haven, Macomb County, Michigan, and being more particularly described as: Beginning on the North and South 1/4 line of Section 28, South 537.50 feet from the center post of Section 28; thence South 89 degrees 05 minutes 30 seconds East 373.00 feet; thence North 10.0 feet; thence South 89 degrees 05 minutes 30 seconds East 730.00 feet; thence South 50.00 feet to the South line of property owned by Said John Lutheran School; thence North 89 degrees 05 minutes 30 seconds West 1103.00 feet along said line to the North and South 1/4 line; thence North 40.00 feet along the North and South 1/4 line to the point of beginning.

PT: 210628401007

STATE SCHOOL AID PAYMENT AGREEMENT AND DIRECTION

\$6,695,000

MERRITT ACADEMY

Public School Academy Refunding Bonds, Series 2018

THIS STATE SCHOOL AID PAYMENT AGREEMENT AND DIRECTION (“Agreement”) is dated as of April 1, 2018, by and between Merritt Academy (the “Academy”) and U.S. Bank National Association, a national banking association (the “Trustee”).

WHEREAS, the Academy is issuing its Public School Academy Refunding Bonds, Series 2018 in the aggregate principal amount of \$6,695,000 (the “Bonds”) pursuant to a certain Trust Indenture, dated as of April 1, 2018, between the Academy and the Trustee (the “Trust Indenture”), under which the Academy has pledged certain State School Aid payments to be received by the Academy (“State School Aid”) for the payment of its obligations under and as provided in the Trust Indenture.

WHEREAS, pursuant to the Revised School Code, as amended, MCL 380.1 *et seq.*, and the State School Aid Act of 1979, as amended, MCL 388.1601 *et seq.*, the Saginaw Valley State University Board of Control is the authorizing body of the Academy and, for the purpose of transferring State School Aid, is the fiscal agent for the Academy (the “Fiscal Agent”), and has issued a contract to charter a public school academy (the “Contract”) to the Academy which provides, among other things, for its duties as fiscal agent for the Academy.

WHEREAS, the parties desire to provide for and facilitate the transfer of pledged State School Aid with respect to the Trust Indenture.

THEREFORE, for valuable consideration, the parties agree as follows:

1. Pursuant to the Revised School Code and the State School Aid Act, the Academy’s State School Aid shall be allocated by the Michigan Department of Treasury to the Fiscal Agent for forwarding to the Trustee.

2. The Academy irrevocably authorizes and directs the Fiscal Agent, during the period of May 1, 2018, through December 1, 2043, unless terminated earlier under the terms herein, to send to or at the direction of the Trustee an amount equal to twenty percent (20%) of each of the installment payments of the State School Aid appropriation made to the Fiscal Agent on behalf of the Academy in a given School Year. Such amount shall be forwarded via Automated Clearing House in accordance with the following instructions:

RBK: U.S. Bank N.A.
ABA: 091000022
BNF: US Bank CT WIRE CLRG
BNF ACCT: 180121167365
OBI: Merritt Acad Ser 2018
Attn: Kelly Wagner 651-466-7534

3. The Academy and the Trustee hereby warrant and represent to the Fiscal Agent intending the Fiscal Agent to rely thereon and to induce the Fiscal Agent to acknowledge this Agreement, that:

- (a) No agreement between the Academy and the Trustee, in connection with or related to the Bonds, provides for recourse against the Fiscal Agent for the amount of the Bonds or any portion thereof.
- (b) The Trustee and the Academy understand and acknowledge that, as a matter of Michigan law, memorialized by the Contract, decisions to renew or not to renew a public school academy's contract, including the Contract, are in the Fiscal Agent's sole discretion and further that a public school academy's contract, including the Contract, may be suspended or revoked by the Fiscal Agent prior to the expiration of the contract term. In the case of the Academy, the Contract term has approximately three (3) years remaining on a five (5) year term, which began July 1, 2015, and expires June 30, 2020. The term of any contract, including the Contract, is renewable for a term acceptable to the Fiscal Agent, or nonrenewable, at the sole discretion of the Fiscal Agent.
- (c) The Academy and the Trustee understand and acknowledge that the Fiscal Agent has not provided any projected or actual financial or student enrollment information relative to the Academy that has been relied upon and is the basis for either parties' decision to enter into the Trust Indenture. The Trustee has not exercised any diligence with respect to the credit of the Academy or its projections or ability to pay debt service on the Bonds or otherwise.

4. The Academy hereby warrants and represents to the Fiscal Agent intending the Fiscal Agent to rely thereon and to induce the Fiscal Agent to acknowledge this Agreement, that the Trust Indenture complies with the Contract, the Revised School Code, the State School Aid Act, and all applicable laws. The Academy hereby warrants and represents to the Fiscal Agent intending the Fiscal Agent to rely thereon and to induce the Fiscal Agent to acknowledge this Agreement, that the Academy has obtained an opinion from an attorney or firm of attorneys duly admitted to practice law in the State of Michigan that the Trust Indenture is a valid and binding contract of the Academy enforceable in accordance with its terms subject only to the limitations set forth in said opinion.

5. The Academy and the Trustee understand and acknowledge that the Fiscal Agent does not, and shall not be deemed to guarantee payment for the amount of the Bonds or any portion thereof or the continuation or renewal of the Contract. The Fiscal Agent has no responsibility or duty to verify the Academy's pupil count, as defined in the State School Aid Act or to authorize, approve or determine the accuracy of the State School Aid payments received on behalf of the Academy from the Michigan Department of Treasury.

6. The Academy and the Trustee understand and acknowledge that the Fiscal Agent makes no representations concerning the financial condition or the ability of the Academy to repay the Bonds now or in the future, and that the Fiscal Agent's acknowledgement of this Agreement does not constitute a recommendation, authorization, or approval of the Academy's borrowing in any way whatsoever.

7. The Academy and the Trustee acknowledge and agree that the Academy has no authority to extend the faith and credit of the Fiscal Agent or to enter into any contractual arrangement that would financially obligate the Fiscal Agent.

8. The Academy hereby warrants and represents that it will notify the Trustee and the Fiscal Agent of any request submitted to the Michigan Department of Education for an advance on State School Aid at the same time such request is submitted to the Michigan Department of Education. If the Academy's request for an advance on State School Aid is approved by the Michigan Department of Education, the Academy shall notify the Trustee and the Fiscal Agent in writing that twenty percent (20%) of such advanced State School Aid should be forwarded by the Fiscal Agent to the Trustee at least thirty (30) days before such advanced State School Aid is to be allocated by the Michigan Department of Treasury to the Fiscal Agent for forwarding to the Academy.

9. This Agreement shall not, in any way, supersede or diminish the rights, responsibilities, and duties of the Academy and the Fiscal Agent as set forth in the Contract.

10. This Agreement shall expire on December 1, 2043, or the expiration or earlier termination of the Trust Indenture as to the Academy and the Trustee. The Fiscal Agent's implementation of the payment direction in paragraph 2 above shall expire upon the earlier of:

- (a) termination of the Contract or any successor agreement to the Contract;
- (b) suspension or revocation of the Contract or any successor agreement to the Contract;
- (c) payment by the Academy of all obligations due under the Trust Indenture;
or
- (d) December 1, 2043, the expiration or earlier termination of the Trust Indenture.

11. The Academy and the Trustee hereby agree never to institute, or in any way aid in the institution or prosecution of, any claim, demand, or action at law or in equity against the Fiscal Agent, its trustees, officers, employees, or agents arising out of or relating to: (i) an Event of Default under the Trust Indenture; (ii) any deficiency, overpayment or other error in the amount of State School Aid allocated to the Fiscal Agent for forwarding to the Trustee; (iii) the Fiscal Agent's termination, suspension or revocation of the Contract; (iv) any action arising out of or in relation to the Bonds or the Trust Indenture taken or neglected to be taken by Fiscal Agent in good faith in any exercise of reasonable care and believed by Fiscal Agent to be within the discretion or

power conferred upon it by the Contract; and (v) the consequences of any error of judgment arising out of or relating to the Bonds by the Fiscal Agent. The Fiscal Agent shall not be answerable for any loss arising out of or relating to the Bonds or the Trust Indenture unless the same shall have been through its gross negligence or willful default in failing to implement the payment direction contained in paragraph 2 of this Agreement. This covenant shall survive the expiration of this Agreement. This paragraph does not in any way relieve the Fiscal Agent from its duties and responsibilities to perform under the Contract.

12. This Agreement, and all covenants, rights, duties and obligations herein shall bind, and inure to the benefit of, the parties' successors and permitted assigns.

13. No modification of this Agreement, or of any covenant, condition or provision herein shall be valid unless in writing and duly executed by Academy and the Trustee and acknowledged by the Fiscal Agent, but solely pursuant to the provisions of the Trust Indenture.

14. This Agreement shall be governed by the laws of the State of Michigan.

15. This Agreement constitutes the entire agreement relating to the Fiscal Agent's role in connection with the Bonds and the Trust Indenture and supersedes any and all prior statements, representations or understandings whether oral or in writing.

16. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

[SIGNATURES FOLLOW NEXT PAGE]

WHEREFORE, the parties have caused this Agreement to be executed as of the day and year first above written.

U.S. BANK NATIONAL ASSOCIATION
as the Trustee

By: Christine Robinette
Christine Robinette

Its: Vice President

MERRITT ACADEMY,
as the Academy

By: _____

Its: President

Acknowledgment and Receipt:

The undersigned on behalf of the Saginaw Valley State University Board of Control acknowledges receipt of the foregoing State School Aid Payment Agreement and Direction.

**SAGINAW VALLEY STATE
UNIVERSITY BOARD OF CONTROL,**
as the Fiscal Agent

By: _____

Its: _____

WHEREFORE, the parties have caused this Agreement to be executed as of the day and year first above written.

U.S. BANK NATIONAL ASSOCIATION
as the Trustee

By: _____
Christine Robinette

Its: Vice President

MERRITT ACADEMY,
as the Academy

By:  _____

Its: President

Acknowledgment and Receipt:

The undersigned on behalf of the Saginaw Valley State University Board of Control acknowledges receipt of the foregoing State School Aid Payment Agreement and Direction.

**SAGINAW VALLEY STATE
UNIVERSITY BOARD OF CONTROL,**
as the Fiscal Agent

By: _____

Its: _____

27552167.1\155985-00001

WHEREFORE, the parties have caused this Agreement to be executed as of the day and year first above written.

U.S. BANK NATIONAL ASSOCIATION
as the Trustee

MERRITT ACADEMY,
as the Academy

By: _____
Christine Robinette

By: _____

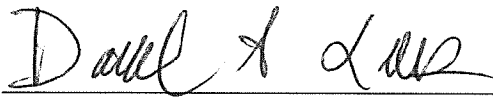
Its: Vice President

Its: President

Acknowledgment and Receipt:

The undersigned on behalf of the Saginaw Valley State University Board of Control acknowledges receipt of the foregoing State School Aid Payment Agreement and Direction.

**SAGINAW VALLEY STATE
UNIVERSITY BOARD OF CONTROL,**
as the Fiscal Agent

By: 

Its: Director of School/Univ. Partnerships

27552167.1\155985-00001

BOND DEBT SERVICE

Merritt Academy
Series 2018

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2018			204,897.12	204,897.12	
06/01/2019			174,793.75	174,793.75	
06/30/2019					379,690.87
12/01/2019	125,000	5.000%	174,793.75	299,793.75	
06/01/2020			171,668.75	171,668.75	
06/30/2020					471,462.50
12/01/2020	130,000	5.000%	171,668.75	301,668.75	
06/01/2021			168,418.75	168,418.75	
06/30/2021					470,087.50
12/01/2021	140,000	5.000%	168,418.75	308,418.75	
06/01/2022			164,918.75	164,918.75	
06/30/2022					473,337.50
12/01/2022	145,000	5.000%	164,918.75	309,918.75	
06/01/2023			161,293.75	161,293.75	
06/30/2023					471,212.50
12/01/2023	155,000	5.000%	161,293.75	316,293.75	
06/01/2024			157,418.75	157,418.75	
06/30/2024					473,712.50
12/01/2024	160,000	5.000%	157,418.75	317,418.75	
06/01/2025			153,418.75	153,418.75	
06/30/2025					470,837.50
12/01/2025	170,000	5.000%	153,418.75	323,418.75	
06/01/2026			149,168.75	149,168.75	
06/30/2026					472,587.50
12/01/2026	180,000	5.000%	149,168.75	329,168.75	
06/01/2027			144,668.75	144,668.75	
06/30/2027					473,837.50
12/01/2027	190,000	5.000%	144,668.75	334,668.75	
06/01/2028			139,918.75	139,918.75	
06/30/2028					474,587.50
12/01/2028	200,000	5.000%	139,918.75	339,918.75	
06/01/2029			134,918.75	134,918.75	
06/30/2029					474,837.50
12/01/2029	210,000	5.125%	134,918.75	344,918.75	
06/01/2030			129,537.50	129,537.50	
06/30/2030					474,456.25
12/01/2030	220,000	5.125%	129,537.50	349,537.50	
06/01/2031			123,900.00	123,900.00	
06/30/2031					473,437.50
12/01/2031	230,000	5.125%	123,900.00	353,900.00	
06/01/2032			118,006.25	118,006.25	
06/30/2032					471,906.25
12/01/2032	245,000	5.125%	118,006.25	363,006.25	
06/01/2033			111,728.13	111,728.13	
06/30/2033					474,734.38
12/01/2033	255,000	5.125%	111,728.13	366,728.13	
06/01/2034			105,193.75	105,193.75	
06/30/2034					471,921.88
12/01/2034	270,000	5.125%	105,193.75	375,193.75	
06/01/2035			98,275.00	98,275.00	
06/30/2035					473,468.75
12/01/2035	285,000	5.125%	98,275.00	383,275.00	
06/01/2036			90,971.88	90,971.88	
06/30/2036					474,246.88
12/01/2036	300,000	5.375%	90,971.88	390,971.88	

BOND DEBT SERVICE

Merritt Academy
Series 2018

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2037	.		82,909.38	82,909.38	
06/30/2037					473,881.26
12/01/2037	315,000	5.375%	82,909.38	397,909.38	
06/01/2038			74,443.75	74,443.75	
06/30/2038					472,353.13
12/01/2038	330,000	5.375%	74,443.75	404,443.75	
06/01/2039			65,575.00	65,575.00	
06/30/2039					470,018.75
12/01/2039	350,000	5.375%	65,575.00	415,575.00	
06/01/2040			56,168.75	56,168.75	
06/30/2040					471,743.75
12/01/2040	370,000	5.375%	56,168.75	426,168.75	
06/01/2041			46,225.00	46,225.00	
06/30/2041					472,393.75
12/01/2041	390,000	5.375%	46,225.00	436,225.00	
06/01/2042			35,743.75	35,743.75	
06/30/2042					471,968.75
12/01/2042	410,000	5.375%	35,743.75	445,743.75	
06/01/2043			24,725.00	24,725.00	
06/30/2043					470,468.75
12/01/2043	920,000	5.375%	24,725.00	944,725.00	
06/30/2044					944,725.00
	6,695,000		5,972,915.90	12,667,915.90	12,667,915.90

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.

APPLICATION AND ENROLLMENT OF STUDENTS

The Academy shall comply with the application and enrollment requirements identified in this Schedule.

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 admission. 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 unavailable, the Academy must develop a waiting list for siblings of re-enrolled students.
 4. The number of spaces remaining, per grade, after enrollment of current students and siblings.

Random Selection Drawing

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

Prior to the application period, the Academy shall:

- Establish written procedures for conducting a random selection drawing.
- Establish the maximum number of spaces available per grade or age grouping level.
- Establish the date, time, place and person to conduct the random selection drawing.

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.

Adopted: 11/20/2014

Today's Date _____



"Raising the Standards of Education"

Enrollment Form

Please print or type all information

Applicant Information:

Student Name (as it appears on birth certificate):

Last: _____ First: _____ Middle: _____

Name your child goes by: _____ Gender: Male/Female

School District student **lives** in: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone Number: (____) _____

Date of Birth: _____ Place of Birth: _____ Age: _____
(as it appears on birth certificate)

Ethnicity: African American / Asian / Caucasian / Hispanic / Native American/ Other: _____

Previous School Attended: _____ Grade enrolling for _____

Parent/Legal Guardian Information:

Parent/Legal Guardian Name (1): _____ Relationship: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone Number: (____) _____ Work Phone: (____) _____

Cell Phone Number : (____) _____

Work Place: _____

Parent/Legal Guardian Name (2): _____ Relationship: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone Number: (____) _____ Work Phone: (____) _____

Cell Phone Number : (____) _____

Work Place: _____

Student resides with: ☐ Both Parents ☐ Mother ☐ Father ☐ Guardian ☐ Other _____

Are there any court orders pertaining to your child that may impact the school day? _____

Are there any parental custody issues the school should be aware of? _____

(If yes please supply a copy)

59900 Havenridge Road
New Haven, MI 48048
(586) 749-6000

Merritt Academy will instill academic excellence, character development, a love for life long learning, and service to others



"Raising the Standards of Education"

Names of other children living at home	Age	Relationship to Student	Applying for Admission?	Current Grade

Has your child ever been suspended, expelled, or is currently under review for suspension or expulsion from another school? _____

If yes, please give dates and explain:

Does your child receive Special Education or Speech Services? _____

If yes which services do they receive?

Does your child have a 504 plan? _____

Does your child have a medical condition or allergy? _____

If yes what medical condition or allergies do they have?

To the best of my knowledge all of the information on this packet is true. Providing false information may result in loss of space at Merritt Academy.

Parent/Guardian Signature

Date

ADMISSION PROCESS

Students will be admitted upon completion of this packet and submission of all required documentation. Also availability of space will determine admission. Siblings of students already in school will be given preference on all waiting list of applicable.

59900 Havenridge Road
New Haven, MI 48048
(586) 749-6000

Merritt Academy will instill academic excellence, character development, a love for life long learning, and service to others

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.

2025-2026 Scheduled DAYS of Instruction Form - Grades K-12 & Special Education

COUNT DAYS: Weds., Oct. 1, 2025
and Weds., Feb. 11, 2026

School District:	MERRITT ACADEMY		First Day for Students:	September 2, 2025	- - - - - This building operates: (check one) - - - - - <div><input checked="" type="checkbox"/> on a district-wide calendar</div> OR <div><input type="checkbox"/> on an individual building calendar</div>
School Bldg:	MERRITT ACADEMY	Grade Level:	6-8	Last Day for Students:	

INSTRUCTIONS:

X = NO INSTRUCTION IS SCHEDULED

Place an "X" by each day with NO instruction scheduled.

H = PART-TIME (HALF-DAY)

Place an "H" over each day when instruction is scheduled for part-time (1/2 day).

O = OTHER*

Place an "O" in each day for Other (hrs. different than whole or 1/2 day).

R = EARLY RELEASE DAY

E = EXAM DAYS (SECONDARY ONLY)

P = PROFESSIONAL DEVELOPMENT (FULL DAY ONLY)

DO NOT PLACE ANY MARK ON A SCHEDULED FULL DAY OF INSTRUCTION.

District-Provided Professional Development Reported (DPPR) as Instruction?

☒ YES ☐ NO

If YES, list # of DPPR hours reported as instruction? ➔ 10.00

JULY 2025							Days
M	T	W	Th	F			
	1 x	2 x	3 x	4 x	Full		0
7 x	8 x	9 x	10 x	11 x	1/2		0
14 x	15 x	16 x	17 x	18 x	E Rel		0
21 x	22 x	23 x	24 x	25 x	Other		0
28 x	29 x	30 x	31 x		Exam		0
Comments:						PD	0
						Total	0

AUGUST 2025							Days
M	T	W	Th	F			
				1 x	Full		0
4 x	5 x	6 x	7 x	8 x	1/2		0
11 x	12 x	13 x	14 x	15 x	E Rel		0
18 x	19 x	20 x	21 x	22 x	Other		0
25 x	26 p	27 p	28 x	29 x	Exam		0
Comments:						PD	2
						Total	2

SEPTEMBER 2025							Days
M	T	W	Th	F			
1 x	2 h	3	4	5	Full		19
8	9	10	11	12	1/2		2
15	16	17	18	19	E Rel		0
22	23	24	25	26 h	Other		0
29	30				Exam		0
Comments:						PD	0
						Total	21

OCTOBER 2025							Days
M	T	W	Th	F			
		1	2	3	Full		22
6	7	8	9	10	1/2		1
13	14	15	16	17 h	E Rel		0
20	21	22	23	24	Other		0
27	28	29	30	31	Exam		0
Comments:						PD	0
						Total	23

NOVEMBER 2025							Days
M	T	W	Th	F			
					Full		16
3	4	5	6	7	1/2		1
10	11	12	13	14 h	E Rel		0
17	18	19	20	21	Other		0
24	25	26 x	27 x	28 x	Exam		0
Comments:						PD	0
						Total	17

DECEMBER 2025							Days
M	T	W	Th	F			
1	2	3	4	5	Full		14
8	9	10	11	12	1/2		1
15	16	17	18	19 h	E Rel		0
22 x	23 x	24 x	25 x	26 x	Other		0
29 x	30 x	31 x			Exam		0
Comments:						PD	0
						Total	15

JANUARY 2026							Days
M	T	W	Th	F			
			1 x	2 x	Full		18
5	6	7	8	9	1/2		1
12	13	14	15	16	E Rel		0
19 x	20	21	22	23 h	Other		0
26	27	28	29	30	Exam		0
Comments:						PD	0
						Total	19

FEBRUARY 2026							Days
M	T	W	Th	F			
					Full		17
2	3	4	5	6	1/2		1
9	10	11	12	13 x	E Rel		0
16 x	17	18	19	20	Other		0
23	24	25	26	27 x	Exam		0
Comments:						PD	0
						Total	17

MARCH 2026							Days
M	T	W	Th	F			
2	3	4	5	6	Full		19
9	10	11	12	13	1/2		1
16	17	18	19	20	E Rel		0
23	24	25	26	27 h	Other		0
30 x	31 x				Exam		0
Comments:						PD	0
						Total	20

APRIL 2026							Days
M	T	W	Th	F			
		1 x	2 x	3 x	Full		17
6 x	7	8	9	10	1/2		1
13	14	15	16	17	E Rel		0
20	21	22	23	24 h	Other		0
27	28	29	30		Exam		0
Comments:						PD	0
						Total	18

MAY 2026							Days
M	T	W	Th	F			
				1	Full		18
4	5	6	7	8	1/2		1
11	12	13	14	15 h	E Rel		0
18	19	20	21	22 x	Other		0
25 x	26	27	28	29	Exam		0
Comments:						PD	0
						Total	19

JUNE 2026							Days
M	T	W	Th	F			
1	2	3	4	5	Full		7
8	9	10 h	11 h	12 x	1/2		2
15 x	16 x	17 x	18 x	19 x	E Rel		0
22 x	23 x	24 x	25 x	26 x	Other		0
29 x	30 x				Exam		0
Comments:						PD	0
						Total	9

SCHEDULED DAYS NOT IN SESSION - INTERRUPTIONS	
List date(s) and reason(s) your bldg. was not in session due to an unplanned event; i.e. snow day, power, or boiler failure, etc...	
Date Not in Session or Early Release Time and Reason	Date Rescheduled

SUMMARY TOTAL SCHEDULED DAYS	
Full-Time	167
1/2 Days	11
Early Release	0
Other	0
Exam Days	0
Prof. Dev.	2
TOTAL	180

COPY OF SUPPORTING DOCUMENTATION MUST BE ATTACHED

AUDITOR USE ONLY:	
<div>Full Days: _____</div> <div>Half Days: _____</div> <div>Early Rel Days: _____</div> <div>Other: _____</div> <div>Exam Days: _____</div> <div>Not in Session</div> <div>Weather: _____</div> <div>Infrastructure: _____</div> <div>Safety/Security: _____</div> <div>Rescheduled: _____</div> <div>Total in Session _____</div>	<div>Auditors' Comments:</div>

I certify that the above information is true and accurate:

Authorized Representative Signature

Title

Date

Scheduled Daily Clock HOURS of Instruction

FULL-DAY BELL SCHEDULED KINDERGARTEN, GRADES 1-12, & SPEC. ED.

DISTRICT:	MERRITT ACADEMY
-----------	-----------------

School Year:	2025-2026
--------------	-----------

BUILDING/ PROGRAM:	MERRITT ACADEMY	GRADE LEVEL:	6-8
-----------------------	-----------------	-----------------	-----

COUNT DAY: (please check)	<input checked="" type="checkbox"/> Fall	<input type="checkbox"/> Spring
---------------------------	--	---------------------------------

INSTRUCTIONS: Complete PART A for all variations of each bldg./program full time schedule & for each partial day where a varying schedule occurs in the bldg./program. After documenting the daily hrs. in PART A, summarize the total hrs. scheduled for each bldg./program in Part B.

Check One: ☒ Full-Day ☐ Half Day ☐ Other*

FULL DAY BELL SCHEDULE

PART A - CALCULATION OF DAILY SCHEDULED HOURS

INSTRUCTIONAL TIME			IN MINUTES		
PERIOD	START TIME	END TIME	CLASS TIME	PASSING TIME FROM PERIOD	TOTAL
Example	7:45 AM	8:30 AM	45	5	50
1	7:45 AM	8:45 AM	60	5	65
2	8:50 AM	9:50 AM	60	5	65
3	9:55 AM	10:55 AM	60	5	65
4	11:00 AM	12:30 PM	90	5	95
LUNCH	12:30 PM	12:55 PM	25		
5	1:00 PM	2:00 PM	60	5	65
6	2:05 PM	3:00 PM	55		55
			0		0
			0		0
Total Minutes					410
					Divide by 60
Total Hours					6.83

REMINDERS

1. Passing time TO first period MUST BE EXCLUDED.
2. Homeroom may be counted up to 15 mins. which includes passing time.
3. Up to 30 mins. per day of passing time may be counted between classes
4. Only ONE passing time for lunch period may be counted.
5. The longest lunch period MUST BE EXCLUDED.
6. Passing time FROM last period MUST BE EXCLUDED.
7. Recess may be counted ONLY IF supervised by a certificated teacher and shall not exceed 30 minutes. May also be attached to lunch if reasonable time.
8. For high schools, 1 or 2 study halls may be counted ONLY if supervised by a certificated teacher and the local school district provided at least 1,188 hours of instruction (1,098 + 90).

CERTIFICATION

I certify the information submitted is true & accurate to the best of my knowledge. All hours for which enrollment is reported are eligible for pupil membership. A copy of each teacher's certificate is on file at the local education agency.

Authorized Representative Signature

Title

PART B - CALCULATION OF TOTAL SCHEDULED HOURS

	Daily Scheduled Hours	Times	Schedule Days**		Scheduled Hours
Full Days	6.83	X	167	=	1140.61
H Partial (1/2) Day(s)	4.00	X	11	=	44.00
R Early Release Day(s)		X	0	=	
E Exam Day(s)		X	0	=	
O Other Day(s)		X	0	=	
Other Day(s)		X	0	=	
Other Day(s)		X	0	=	
Other Day(s)		X	0	=	
P Prof. Dev. (QPD-Instr)	10.00		2	=	10.00
TOTAL DAYS/HOURS SCHEDULED			180		1194.61

* This information should be obtained from the Scheduled Days of Instruction Form.

*All days identified as "Other" on calendar must have "Scheduled Daily Clock Hours of Instruction Form" completed.

Scheduled Daily Clock HOURS of Instruction

**HALF-DAY KINDERGARTEN, GRADES 1-12,
& SPEC. ED.**

DISTRICT: **MERRITT ACADEMY**

School Year:
2025-2026

BUILDING/PROGRAM: **MERRITT ACADEMY** **GRADE LEVEL:** **6-8**

COUNT DAY: (please check)
☐ **Fall** ☐ **Spring**

INSTRUCTIONS: Complete PART A for all variations of each bldg./program full time schedule & for each partial day where a varying schedule occurs in the bldg./program. After documenting the daily hrs. in PART A, summarize the total hrs. scheduled for each bldg./program in Part B.

Check One: ☐ Full-Day ☒ Half-Day ☐ Other* (*Give dates for each Half Day; as scheduled.) **FORMAT MM/DD**

HALF DAY SCHEDULED DATES

PART A - CALCULATION OF DAILY SCHEDULED HOURS

INSTRUCTIONAL TIME			IN MINUTES		
PERIOD	START TIME	END TIME	CLASS TIME	PASSING TIME FROM PERIOD	TOTAL
Example	7:45 AM	8:30 AM	45	5	50
1	7:45 AM	8:22 AM	37	5	42
2	8:27 AM	9:04 AM	37	5	42
3	9:09 AM	9:46 AM	37	5	42
4	9:51 AM	10:28 AM	37	5	42
LUNCH			0		
5	10:33 AM	11:10 AM	37	5	42
6	11:15 AM	11:45 AM	30		30
7			0		0
8			0		0
Total Minutes					240
					Divide by 60
Total Hours					4.00

REMINDERS

1. Passing time TO first period MUST BE EXCLUDED.
2. Homeroom may be counted up to 15 mins. which includes passing time.
3. Up to 30 mins. per day of passing time may be counted between classes
4. Only ONE passing time for lunch period may be counted.
5. The longest lunch period MUST BE EXCLUDED.
6. Passing time FROM last period MUST BE EXCLUDED.
7. Recess may be counted ONLY IF supervised by a certificated teacher and shall not exceed 30 minutes. May also be attached to lunch if reasonable time.
8. For high schools, 1 or 2 study halls may be counted ONLY if supervised by a certificated teacher and the local school district provided at least 1,188 hours of instruction (1,098 + 90).

CERTIFICATION

I certify the information submitted is true & accurate to the best of my knowledge. All hours for which enrollment is reported are eligible for pupil membership. A copy of each teacher's certificate is on file at the local education agency.

Authorized Representative Signature

Title

PART B - CALCULATION OF TOTAL SCHEDULED HOURS

	Daily Scheduled Hours	Times	Schedule Days**		Scheduled Hours
Full Days	6.83	X	167	=	1140.61
H Partial (1/2) Day(s)	4.00	X	11	=	44.00
R Early Release Day(s)		X	0	=	
E Exam Day(s)		X	0	=	
O Other Day(s)		X	0	=	
Other Day(s)		X	0	=	
Other Day(s)		X	0	=	
Other Day(s)		X	0	=	
P Prof. Dev. (QPD-Instr)	10.00		2	=	10.00
TOTAL DAYS/HOURS SCHEDULED			180		1194.61

* This information should be obtained from the Scheduled Days of Instruction Form.

*All days identified as "Other" on calendar must have "Scheduled Daily Clock Hours of Instruction Form" completed.

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.

SCHEDULE 11
AGE AND GRADE RANGE OF PUPILS

- Evidence, from last staffing process, of pupils per teacher in each general education classroom.

37 General Education Teachers / 542 Students = Around 15 per teacher

- Evidence, from last staffing, of number of special education pupils per instructional staff person.

84 students and 4 resource room teachers, one speech pathologist, and one social worker for special education

Enrollment Summary: Scheduling/Reporting Ethnicity as of 01/29/2025 (W)

View:

Scheduling/Reporting Ethnicity

Students:

☒ All Active Enrollments

☐ Current Selection

Date:

01/29/2025

Grade Level	Total in Grade	Asian	African-American	Caucasian	Hispanic	American Indian	Latin American	Other	Pacific Islander	Unclassified
-1	47 M 22 /F 25	0 M 0 /F 0	0 M 0 /F 0	17 M 9 /F 8	0 M 0 /F 0	0 M 0 /F 0	0 M 0 /F 0	0 M 0 /F 0	0 M 0 /F 0	30 M 13 /F 17
0	33 M 17 /F 16	0 M 0 /F 0	1 M 0 /F 1	24 M 12 /F 12	0 M 0 /F 0	0 M 0 /F 0	0 M 0 /F 0	8 M 5 /F 3	0 M 0 /F 0	0 M 0 /F 0
1	36 M 15 /F 21	0 M 0 /F 0	2 M 1 /F 1	26 M 11 /F 15	1 M 0 /F 1	0 M 0 /F 0	0 M 0 /F 0	7 M 3 /F 4	0 M 0 /F 0	0 M 0 /F 0
2	51 M 32 /F 19	2 M 1 /F 1	4 M 4 /F 0	37 M 24 /F 13	3 M 1 /F 2	0 M 0 /F 0	0 M 0 /F 0	5 M 2 /F 3	0 M 0 /F 0	0 M 0 /F 0
3	42 M 23 /F 19	1 M 1 /F 0	3 M 1 /F 2	33 M 17 /F 16	2 M 1 /F 1	0 M 0 /F 0	0 M 0 /F 0	3 M 3 /F 0	0 M 0 /F 0	0 M 0 /F 0
4	43 M 20 /F 23	0 M 0 /F 0	5 M 4 /F 1	32 M 13 /F 19	2 M 1 /F 1	0 M 0 /F 0	1 M 0 /F 1	3 M 2 /F 1	0 M 0 /F 0	0 M 0 /F 0
5	38 M 17 /F 21	0 M 0 /F 0	4 M 3 /F 1	29 M 12 /F 17	0 M 0 /F 0	0 M 0 /F 0	0 M 0 /F 0	5 M 2 /F 3	0 M 0 /F 0	0 M 0 /F 0
Total	290 M 146 /F 144	3 M 2 /F 1	19 M 13 /F 6	198 M 98 /F 100	8 M 3 /F 5	0 M 0 /F 0	1 M 0 /F 1	31 M 17 /F 14	0 M 0 /F 0	30 M 13 /F 17

The Scheduling/Reporting Ethnicity view displays student ethnicity data that is used in scheduling and preconfigured reporting. See the help for more information.

Legend

Icons  - Date Entry

Enrollment Summary: Scheduling/Reporting Ethnicity as of 01/29/2025 (W)

View:

Scheduling/Reporting Ethnicity

Students:

☒ All Active Enrollments☐ Current Selection

Date:

01/29/2025

Grade Level	Total in Grade	Asian	African-American	Caucasian	Hispanic	American Indian	Latin American	Other	Pacific Islander	Unclassified
6	47 M 27 /F 20	0 M 0 /F 0	5 M 2 /F 3	34 M 21 /F 13	0 M 0 /F 0	1 M 0 /F 1	0 M 0 /F 0	5 M 2 /F 3	0 M 0 /F 0	2 M 2 /F 0
7	45 M 25 /F 20	1 M 0 /F 1	4 M 2 /F 2	32 M 19 /F 13	3 M 1 /F 2	0 M 0 /F 0	0 M 0 /F 0	4 M 2 /F 2	0 M 0 /F 0	1 M 1 /F 0
8	37 M 22 /F 15	0 M 0 /F 0	4 M 2 /F 2	27 M 18 /F 9	2 M 2 /F 0	0 M 0 /F 0	0 M 0 /F 0	4 M 0 /F 4	0 M 0 /F 0	0 M 0 /F 0
Total	129 M 74 /F 55	1 M 0 /F 1	13 M 6 /F 7	93 M 58 /F 35	5 M 3 /F 2	1 M 0 /F 1	0 M 0 /F 0	13 M 4 /F 9	0 M 0 /F 0	3 M 3 /F 0

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Legend

Icons  - Date Entry

Enrollment Summary: Scheduling/Reporting Ethnicity as of 01/29/2025 (W)

View:

Scheduling/Reporting Ethnicity

Students:☒ All Active Enrollments☐ Current Selection**Date:**

01/29/2025

Grade Level	Total in Grade	Asian	African-American	Caucasian	Hispanic	American Indian	Latin American	Other	Pacific Islander	Unclassified
9	51 M 27 /F 24	0 M 0 /F 0	5 M 1 /F 4	43 M 24 /F 19	0 M 0 /F 0	1 M 1 /F 0	0 M 0 /F 0	2 M 1 /F 1	0 M 0 /F 0	0 M 0 /F 0
10	45 M 23 /F 22	0 M 0 /F 0	1 M 1 /F 0	39 M 20 /F 19	0 M 0 /F 0	0 M 0 /F 0	0 M 0 /F 0	5 M 2 /F 3	0 M 0 /F 0	0 M 0 /F 0
11	43 M 20 /F 23	1 M 0 /F 1	4 M 2 /F 2	36 M 18 /F 18	0 M 0 /F 0	1 M 0 /F 1	0 M 0 /F 0	1 M 0 /F 1	0 M 0 /F 0	0 M 0 /F 0
12	33 M 19 /F 14	0 M 0 /F 0	1 M 1 /F 0	31 M 18 /F 13	0 M 0 /F 0	0 M 0 /F 0	0 M 0 /F 0	1 M 0 /F 1	0 M 0 /F 0	0 M 0 /F 0
Total	172 M 89 /F 83	1 M 0 /F 1	11 M 5 /F 6	149 M 80 /F 69	0 M 0 /F 0	2 M 1 /F 1	0 M 0 /F 0	9 M 3 /F 6	0 M 0 /F 0	0 M 0 /F 0

The Scheduling/Reporting Ethnicity view displays student ethnicity data that is used in scheduling and preconfigured reporting. See the help for more information.

LegendIcons  - Date Entry

SCHEDULE 12
METHODS OF PUPIL ASSESSMENT

Merritt Academy

METHODS OF PUPIL ASSESSMENT

- **Elementary (Kindergarten–5th grade)**
 - NWEA Reading & Math Assessments
 - Fall, Winter, Spring
 - DIBELS Assessment
 - Fall, Winter, Spring
 - All students Kindergarten–2nd grade
 - Students below grade level in Reading in 3rd–5th grade
 - M–STEP State Assessment
 - 3rd grade
 - Math & Reading
 - 4th grade
 - Math & Reading
 - 5th grade
 - Math, Reading, Science, Social Studies
- **Middle School (6th–8th grade)**
 - NWEA Reading & Math Assessments
 - Fall, Winter, Spring
 - M–Step State Assessment
 - 6th grade
 - Math & Reading
 - 7th grade
 - Math & Reading
 - 8th grade
 - Science & Social Studies
 - PSAT 8
 - 8th grade
- **High School**
 - 9th grade students
 - PSAT 9
 - 10th grade students
 - PSAT 10
 - 11th grade students
 - NMSQT
 - SAT
 - ACT Workkeys
 - M–Step Science & Social Studies

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.

Merritt Academy
Broyles, Michael J.

Treasurer

Start: 7/27/2023

End: 6/30/2026

50241 Bellaire Dr.

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Work: (586) 286-2127

Home: (586) 725-5496

broyles@rocketmail.com

Dery, Jean

President

Start: 7/1/2017

End: 6/30/2026

26395-33 Mile Road

Richmond, MI 48062

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jrdery13@gmail.com

Bochatyn, Karen

Vice President

Start: 7/1/2016

End: 6/30/2028

56440 Leden

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ebochatyn@msn.com

Joshua-Lee, Norma

Director

Start: 12/19/2024

End: 6/30/2028

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Home: (586) 506-3605

njjosh1@att.net

Clarkson, Kiersten A.

Director

Start: 7/1/2024

End: 6/30/2027

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Clay, MI 48001

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