

BAY MILLS COMMUNITY COLLEGE

A

CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY

AND RELATED DOCUMENTS

ISSUED BY

**BAY MILLS COMMUNITY COLLEGE
BOARD OF REGENTS
(AUTHORIZING BODY)**

TO

**MOUNT CLEMENS MONTESSORI ACADEMY
(A PUBLIC SCHOOL ACADEMY)**

July 1, 2019

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RESOLUTION

RESOLUTION

**BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS
PUBLIC SCHOOL ACADEMY AUTHORIZING BODY**

RESOLUTION NO. 18-103

Contract Reauthorization

WHEREAS, the Bay Mills Community College Board of Regents (the "College Board"), as the governing body of a federal tribally-controlled community college, is an authorizing body empowered to authorize and issue contracts to operate public school academies, and to establish the method of selection, length of term, and number of members of a public school academy's Board of Directors; and

WHEREAS, on July 1, 2011, the College Board issued to **Mt. Clemens Montessori Academy** (the "Academy") a Contract to Charter a Public School Academy (the "Charter Contract"); and

WHEREAS, the Charter Contract will expire on June 30, 2019 and the Academy has asked the College Board to issue a new contract to charter a public school academy for a term of eight (8) years; and

WHEREAS, the College Charter Schools Office has completed its evaluation and assessment of the Academy's operation and performance related to the Charter Contract, and the College Charter Schools Office recommends that the College Board issue a new contract to charter a public school academy to the Academy for a term not to exceed eight (8) years, beginning July 1, 2019;

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

NOW, THEREFORE, BE IT RESOLVED:

11. The College Board takes the following action related to issuing a Contract to Charter a Public School Academy and Related Documents ("Contract") to the Academy:
 - p. The College Board approves the form of the Contract and related documents as submitted to and reviewed by the College Board;
 - q. The College Board approves and authorizes the issuance of the Contract and related documents and authorizes Michael C. Parish, College Board Designee, to execute the Contract and related documents issued by the College Board to the Academy, provided, that, before execution of the Contract, the College Chairperson affirms the following:

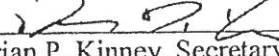
(11) that all terms of the Contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract; and

(12) that the Contract is substantially similar to the Contract approved by the College Board, with the only changes being those made by the College Board's Designee in consultation with legal counsel for the College Board that are in the best interests of the College Board.

r. The College Board Designee may agree to a term of Contract not to exceed eight (8) academic years and not to extend beyond June 30, 2027.

12. That the current Academy Board members shall continue to serve in their current positions until the end of their term in office. All subsequent Academy Board appointments shall be made in accordance with the College Board's method of selection resolution.

I, the undersigned, as Secretary of the Bay Mills Community College Board of Regents, do hereby certify the foregoing resolution was adopted by the Bay Mills Community College Board of Regents at a public meeting held on the 16th day of November, 2018, with a vote of 0 for, 0 opposed, 1 abstaining, and 2 absent.

By: 
Brian P. Kinney, Secretary

BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS
PUBLIC SCHOOL ACADEMY AUTHORIZING BODY

RESOLUTION NO. 12-01

**Public School Academy, School of Excellence and Strict Discipline
Academy Board of Director Method of Selection Resolution**

WHEREAS, MCL 380.503 of the Revised School Code ("Code"), MCL 380.553, and MCL 380.1311e provide that an authorizing body "shall adopt a resolution establishing the method of selection, length of term, and number of members of the board of directors" of each public school academy, school of excellence, and strict discipline academy, respectively, subject to the authorizing body's jurisdiction; and

WHEREAS, the Bay Mills Community College Board of Regents (the "College Board") desires to establish a standard method of selection resolution related to appointments and service of the directors of the governing board of its authorized public school academies, schools of excellence, and strict discipline academies, and

WHEREAS, the College Board has determined that changes to the method of selection process are in the best interest of the College and that such changes be incorporated into all charter contracts issued by the College Board;

NOW, THEREFORE, BE IT RESOLVED, that the policy titled Public School Academy Board of Director Method of Selection dated January 20, 2012, is adopted; and

BE IT FURTHER RESOLVED, that these provisions shall be implemented with new charter contracts and shall be phased in for existing schools as new charter contracts are issued. As of this date, the College Board has not issued any charter contracts for schools of excellence and strict discipline academies, but the method of selection process established by this resolution shall apply to any future school that is authorized. The College's Director of Charter Schools is authorized to implement changes in the terms and conditions of charter contracts to fully execute these provisions.

I, the undersigned, as Secretary of the Bay Mills Community College Board of Regents, do hereby certify the foregoing resolution was adopted by the Bay Mills Community College Board of Regents at a public meeting held on the 20th day of January, 2012, with a vote of 12 for, 0 opposed, and 1 abstaining.

By: 

John Paul Lukins, Secretary

Dated: January 20, 2012

Public School Academy Board of Director Method of Selection

The Bay Mills Board of Regents ("College Board") declares that the method of selection, length of term, number of board members and other criteria shall be as follows:

Method of Selection and Appointment

The College Board shall prescribe the methods of appointment for members of the Academy Board. The College's Director of Charter Schools is authorized to develop and administer an Academy Board selection and appointment process that includes a *Public School Academy Board Member Appointment Questionnaire* and is in accord with these provisions:

1. Except as provided in paragraph 4 below, the College Board shall appoint the initial and subsequent Academy Board of Directors by formal resolution. The College's Director of Charter Schools shall recommend nominees to the College Board based upon a review of the nominees' *Public School Academy Board Member Appointment Questionnaire* and resume. Each nominee shall be available for interview by the College Board or its designee. The College Board may reject any and all Academy Board nominees proposed for appointment.
2. The Academy Board, by resolution and majority vote, shall nominate its subsequent members, except as provided herein. The Academy Board shall recommend to the Director of Charter Schools at least one nominee for each vacancy. Nominees shall submit the *Public School Academy Board Member Appointment Questionnaire* for review by the College's Charter Schools Office. The Director of Charter Schools may or may not recommend appointment of a nominee submitted by the Academy Board. If the Director of Charter Schools does not recommend the appointment of a nominee submitted by the Academy Board, he/she may select and recommend another nominee or may request the Academy Board submit a new nominee for consideration.
3. An individual appointed to fill a vacancy created other than by expiration of the term shall be appointed for the unexpired term of that vacant position.
4. Under exigent conditions, and with the approval of the College Board's Chair, the College's Director of Charter Schools may appoint a qualified individual to serve as a member of the Academy Board. All appointments made under this provision must be presented to the College Board for final determination at its next regularly scheduled meeting. The College Board reserves the right to review, rescind, modify, ratify, or approve any appointments made under the exigent conditions provision.

Dated: January 20, 2012

Length of Term

The director of an Academy Board shall serve at the pleasure of the College Board. Terms of the initial position of an Academy's Board of Directors shall be staggered in accordance with *The Academy Board of Director Table of Staggered Terms and Appointments* established and administered by the College's Charter Schools Office. Subsequent appointments shall be for a term of office not to exceed three (3) years, except as prescribed by *The Academy Board of Director Table of Staggered Terms and Appointments*.

Number of Directors

The number of board member positions shall never be fewer than five (5) nor more than nine (9), as determined from time to time by the College Board. If the Academy Board fails to attain or maintain its full membership by making appropriate and timely nominations, the College Board or the College's Director of Charter Schools may deem that failure an exigent condition.

A vacancy may be left on the initial Academy Board for a parent or guardian representative to allow sufficient time for the Academy Board to interview and identify potential nominees.

Qualifications of Members

To be qualified to serve on an Academy's Board of Directors, a person shall, among other things: (a) be a citizen of the United States; (b) be a resident of the State of Michigan; (c) submit all materials requested by the College's Charter Schools Office including, but not limited to, the *Public School Academy Board Member Appointment Questionnaire* which must include authorization to process a criminal background check of the nominee; and (d) submit annually a conflicts of interest disclosure as prescribed by the College's Charter Schools Office.

The member of the Academy Board of Directors shall include (1) at least one parent or guardian of a child attending the school; and (2) one professional educator, preferably a person with school administrative experience. The Academy's Board of Directors shall include representation from the local community in which the Academy serves.

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

Oath of Public Office

Before beginning their service, all members of the Academy's Board of Directors shall take and sign the constitutional oath of office before a justice, judge, or clerk of a court, or before a notary public. The Academy shall cause a copy of such oath of office to be

Dated: January 20, 2012

filed with the College's Charter Schools Office. No appointment shall be effective prior to the taking, signing and filing of the oath of public office.

Removal and Suspension

If at anytime the College Board determines that an Academy Board member's service is no longer necessary, then the College Board may remove an Academy Board member with or without cause by notifying the affected Academy Board member. The notice shall specify the date when the Academy Board member's service ends. Any Academy Board member may also be removed by a two-thirds (2/3) vote of the Academy Board for cause.

With the approval of the College Board Chair, the College's Director of Charter Schools may suspend an Academy Board member's service, if in his/her judgment the member's continued presence would constitute a risk to persons or property, or would seriously impair the operations of the Academy. Any suspension made under this provision must be presented to the College Board for final determination at its next regularly scheduled meeting. The College Board reserves the right to review, rescind, modify, ratify, or approve any suspension made under this provision.

Tenure

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

Resignation

Any Academy Board member may resign at any time by providing written notice to the Academy or the College's Charter Schools Office. Notice of resignation will be effective upon receipt or at a subsequent time designated in the notice. Any Academy Board member who fails to attend three (3) consecutive Academy Board meetings without prior notification to the Academy Board President, may, at the option of the Academy Board, the College Board, or the College's Director of Charter Schools, be deemed to have resigned, effective at a time designated in a written notice sent to the resigning Academy Board member. A successor shall be appointed as provided by the method of selection adopted by the College Board.

Board Vacancies

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

Compensation

Academy Board members shall serve as volunteer directors and without compensation for their respective services. By resolution of the Academy Board, the Academy Board

Dated: January 20, 2012

members may be reimbursed for their reasonable expenses incidental to their duties as Academy Board members.

Dated: January 20, 2012

TERMS AND CONDITIONS

OF CONTRACT

DATED: JULY 1, 2019

ISSUED BY

THE BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS

TO

MT. CLEMENS MONTESSORI ACADEMY

CONFIRMING THE STATUS OF

MT. CLEMENS MONTESSORI ACADEMY

AS A

MICHIGAN PUBLIC SCHOOL ACADEMY

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Exhibit A

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

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

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

WHEREAS, the Michigan Legislature has delegated to the governing boards of state public universities, community college boards, including tribally controlled community college boards, intermediate school district boards and local school district boards, the responsibility for authorizing the establishment of public school academies; and

WHEREAS, the Bay Mills Community College Board of Regents has considered the authorization of the Academy and has approved the issuance of a contract to the Academy;

NOW, THEREFORE, pursuant to the Revised School Code, the College Board grants a contract conferring certain rights, franchises, privileges, and obligations of a public school academy and confirms the status of a public school academy in this state to the Academy. In addition, the parties agree that the granting of this Contract is subject to the following terms and conditions:

ARTICLE I

DEFINITIONS

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

- (a) "Academy" means the Michigan nonprofit corporation named Mt. Clemens Montessori Academy which is established as a public school academy pursuant to this Contract.
- (b) "Academy Board" means the Board of Directors of the Academy.
- (c) "Applicable Law" means all state and federal law applicable to public school academies.
- (d) "Application" means the public school academy application and supporting documentation submitted to the College Board for the establishment of the Academy and supplemented by material submitted pursuant to the College Board's requirements for reauthorization.

- (e) "Authorizing Resolution" means the Resolution 18-103 adopted by the College Board on November 16, 2018.
- (f) "Charter Schools Office Director" or "CSO Director" means the person designated by the College Board to administer the operations of the Charter Schools Office.
- (g) "Charter Schools Office" or "CSO" means the office designated by the College Board as the initial point of contact for public school academy applicants and public school academies authorized by the College Board. The Charter Schools Office is also responsible for administering the College Board's responsibilities with respect to the Contract.
- (h) "Code" means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- (i) "College" means Bay Mills Community College, a federally tribally controlled community college that is recognized under the tribally controlled colleges and universities assistance act of 1978, 25 USC 1801 et seq., and which has been determined by the Michigan Department of Education to meet the requirements for accreditation by a recognized regional accreditation body.
- (j) "College Board" means the Bay Mills Community College Board of Regents, an authorizing body as designated under Section 501 of the Code, MCL 380.501 et seq.
- (k) "College Board Chairperson" means the Chairperson of the Bay Mills Community College Board of Regents or his or her designee. In Section 1.1(l) below, "College Board Chairperson" means the Board Chairperson of the Bay Mills Community College Board of Regents.
- (l) "College Charter Schools Hearing Panel" or "Hearing Panel" means such person(s) as designated by the College Board Chairperson.
- (m) "Community District" means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (n) "Conservator" means the individual appointed by the College President in accordance with Section 10.9 of these Terms and Conditions.
- (o) "Contract" means, in addition to the definition set forth in the Code, these Terms and Conditions, the Authorizing Resolution, the Resolution, the Master Calendar, the ESP Policies, the Schedules, and the Application.
- (p) "Director" means a person who is a member of the Academy Board of Directors.

- (q) “Educational Service Provider” or “ESP” means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the CSO Director for review as provided in Section 11.11 and has not been disapproved by the CSO Director, and is consistent with the CSO Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- (r) “Educational Service Provider Policies” or “ESP Policies” means those policies adopted by the Charter Schools Office Director that apply to a Management Agreement. The Charter Schools Office Director may, at any time and at his or her sole discretion, amend the ESP Policies. Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (s) “Fund Balance Deficit” means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing by the Academy or a monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- (t) “Lease Policies” means those policies adopted by the Charter Schools Office Director that apply to real property lease agreements entered into by the Academy. The Charter Schools Office Director may, at any time and at his or her sole discretion, amend the Lease Policies. Upon amendment, changes to the Lease Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (u) “Management Agreement” or “ESP Agreement” means an agreement as defined under section 503c of the Code, MCL 380.503c, that has been entered into between an ESP and the Academy Board for the operation and/or management of the Academy, which has been submitted to the CSO Director for review as provided in Section 11.11, and has not been disapproved by the CSO Director.
- (v) “Master Calendar” or “MCRR” means the Master Calendar of Reporting Requirements developed and administered by the Charter Schools Office setting forth a reporting time line for certain governance, financial,

administrative, facility and educational information relating to the Academy. The Charter Schools Office Director may, at any time and at his or her sole discretion, amend the Master Calendar. Upon amendment, changes to the Master Calendar shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

- (w) “President” means the President of Bay Mills Community College or his or her designee.
- (x) “Resolution” means the resolution adopted by the College Board on January 20, 2012, establishing the standard method of selection, length of term and number of members format for public school academies issued a Contract by the College Board, as amended from time to time.
- (y) “Schedules” means the following Contract documents of the Academy: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description, and Schedule 7: Required Information for Public School Academies.
- (z) “State Board” means the State Board of Education, established pursuant to Article 8, Section 3 of the 1963 Michigan Constitution and MCL 388.1001 et seq.
- (aa) “State School Reform/Redesign Office” means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02, codified at MCL 18.445, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-02, codified at MCL 388.1282.
- (bb) “Superintendent” means the Michigan Superintendent of Public Instruction.
- (cc) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, Dated July 1, 2019, Issued by the Bay Mills Community College Board of Regents to Mt. Clemens Montessori Academy Confirming the Status of Mt. Clemens Montessori Academy as a Michigan Public School Academy.”

Section 1.2. Captions. The captions and headings used in this Contract are for convenience only and shall not be used in construing the provisions of this Contract.

Section 1.3. Gender and Number. The use of any gender in this Contract shall be deemed to be or include the other genders, including neuter, and the use of the singular shall be deemed to include the plural (and vice versa) wherever applicable.

Section 1.4. Statutory Definitions. Statutory terms defined in Part 6A of the Code shall have the same meaning in this Contract.

Section 1.5. Schedules. All Schedules to this Contract are incorporated into, and made part of, this Contract.

Section 1.6. Application. The Application submitted to the College Board for the establishment of the Academy is incorporated into, and made part of, this Contract. Portions of the Applicant's Application have been incorporated into this Contract. In the event that there is an inconsistency or dispute between materials in the Application and the Contract, the language or provisions in the Contract shall control.

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

ARTICLE II

RELATIONSHIP BETWEEN THE ACADEMY AND THE COLLEGE BOARD

Section 2.1. Independent Status of Bay Mills Community College. The College Board is an authorizing body as defined by the Code. In approving this Contract, the College Board voluntarily exercises additional powers given to the College Board under the Code. Nothing in this Contract shall be deemed to be any waiver of the College Board's autonomy or powers and the Academy shall not be deemed to be a part of the College Board or the College. If applicable, the College Board has provided to the Department the accreditation notice required under Section 502 of the Code, MCL 380.502.

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

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

Michigan or any agency of the State, nor the full faith and credit of the College Board or the College shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.4. Academy Has No Power To Obligate or Bind State of Michigan, the College Board or the College. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, College Board or the College, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, College Board or the College in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

ARTICLE III

ROLE OF THE COLLEGE BOARD AS AUTHORIZING BODY

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

Section 3.2. College Board as Fiscal Agent for the Academy. The College Board is the fiscal agent for the Academy. As fiscal agent, the College Board assumes no responsibility for the financial condition of the Academy. The College Board is not liable for any debt or liability incurred by or on behalf of the Academy, or for any expenditure approved by or on behalf of the Academy Board. Except as provided in the Oversight Agreement and Article X of these Terms and Conditions, the College Board shall promptly, within five (5) business days of receipt, forward to the Academy all state school aid funds or other public or private funds received by the College Board for the benefit of the Academy. The responsibilities of the College Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 3.

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

Section 3.4. Reimbursement of College Board Expenses. The Academy shall pay the College Board an administrative fee to reimburse the College Board for the expenses associated with the execution of its authorizing body and oversight responsibilities. The terms and conditions of the administrative fee are set forth in Schedule 4.

Section 3.5. College Board Approval of Condemnation. In the event that the Academy desires to acquire property pursuant to the Uniform Condemnation Procedures Act or other applicable statutes, it shall obtain express written permission for such acquisition from the College Board. The Academy shall submit a written request to the College Board describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. Provided the Academy Board submits the written request at least sixty (60) days before the College Board's next regular meeting, the College Board shall vote on whether to give express written permission for the acquisition at its next regular meeting.

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

Section 3.7. Code Requirements for College Board to Act as Authorizing Body. The College Board has complied with the requirements of Section 1475 of the Code, MCL 380.1475, and will continue to comply with the Code during the term of this Contract.

Section 3.8. College Board Subject to Open Meetings Act. As required by Section 1475 of the Code, MCL 380.1475, College Board meetings conducted for the purpose of carrying out or administering any authorizing body function shall be administered in accordance with the Open Meetings Act, MCL 15.261 et seq.

Section 3.9. College Board Authorizing Body Activities Subject to Freedom of Information Act. As required by Section 1475 of the Code, MCL 380.1475, all authorizing body functions performed by the College Board shall be subject to public disclosure in accordance with the Freedom of Information Act, MCL 15.231 et seq.

Section 3.10. College Board Review of Certain Financing Transactions. In the event that the Academy desires to finance the acquisition, by lease, purchase, or other means, of facilities or equipment, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge, assignment or direction to one or more third

parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., then Academy shall obtain prior review for such financing from the College Board. The Academy shall submit a written request to the College Board describing the proposed financing transaction, and the facilities or equipment to be acquired with the proceeds thereof. Provided the Academy submits the written request at least sixty (60) days before the College Board's next regular meeting, the College Board shall vote on whether to disapprove the proposed financing transaction at the next meeting. If the proposed transaction is not disapproved, the College Board may still condition the decision not to disapprove on compliance by the Academy and any lender, lessor, seller or other party with such terms as the College Board deems appropriate under the circumstances. If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into by the Academy if the proposed transaction is disapproved by the College Board. By not disapproving a proposed transaction, the College Board is in no way giving approval of the proposed transaction, or representing that the Academy has the ability to meet or satisfy any of the terms or conditions thereof.

Section 3.11. Authorizing Body Contract Authorization Process. Pursuant to the Code, the College Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract term set forth in Section 12.9 without any further action of either the Academy or the College Board. The Academy shall seek a new contract by making a formal request to the College Board in writing at least two years prior to the end of the Contract term. The College Board shall provide to the Academy a description of the timeline and process by which the Academy may be considered for issuance of a new contract. The timeline and process for consideration of whether to issue a new contract to the Academy shall be solely determined by the College Board. The standards for the issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the College Board as the most important factor of whether to issue or not issue a new contract. The College Board, at its own discretion, may change its timeline and process for issuance of a new contract at any time, and any such changes shall take effect automatically without the need for any amendment to the Contract. Consistent with the Code, the College Board may elect, at its sole discretion, not to consider the issuance of a contract, consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

Section 3.12. College Board's Invitation to Academy to Apply For Conversion to Schools of Excellence. If the College Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6E of the Code, and the College Board determines that the Academy meets the College Board's and the Code's eligibility criteria for applying to convert the Academy to a School of Excellence, then the College Board may invite the Academy to submit an application to apply for a contract to convert the Academy to a school of excellence. In accordance with the Code, the College Board shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

ARTICLE IV

REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY

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

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

Section 4.3. Academy Board Members Serve In Their Individual Capacity. All Directors of the Academy Board shall serve in their individual capacity, and not as a representative or designee of any other person or entity. A person who does not serve in their individual capacity, or who serves as a representative or designee of another person or entity, shall be deemed ineligible to continue to serve as a Director of the Academy Board. A Director who violates this Section shall be removed from office, in accordance with the removal provisions found in the Resolution or Schedule 2: Bylaws. As set forth in the Resolution, a Director serves at the pleasure of the College Board, and may be removed with or without cause by the College Board at any time.

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

- (a) An individual simultaneously serving as an Academy Board member and as an owner, officer, director, employee or consultant of or independent contractor to an Educational Service Provider or an employee leasing company, or a subcontractor to an Educational Service Provider or an employee leasing company that has an ESP agreement with the Academy;
- (b) An individual simultaneously serving as an Academy Board member and an Academy employee;
- (c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;
- (d) An individual simultaneously serving as an Academy Board member and a member of the governing board of another public school; and

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

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

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

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

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

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1. Nonprofit Corporation. The Academy shall be organized and operated as a public school academy corporation organized under the Michigan Nonprofit Corporation Act, as amended, Act No. 162 of the Public Acts of 1982, being Sections 450.2101 to 450.3192 of the Michigan Compiled Laws. Notwithstanding any provision of the Michigan Nonprofit Corporation Act, as amended, the Academy shall not take any action inconsistent with the provisions of Part 6A of the Code or other Applicable Law.

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

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

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

ARTICLE VI

OPERATING REQUIREMENTS

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

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

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

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

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

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

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

- (a) The Academy has made a reasonable effort to advertise its enrollment efforts to all pupils; and
- (b) The Academy's open enrollment period was for a duration of at least 2 weeks and permitted the enrollment of pupils at times in the evening and on weekends.

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

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

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

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

Section 6.11. Annual Financial Statement Audit. The Academy shall conduct an annual financial statement audit prepared and reviewed by an independent certified public accountant. In accordance with timeframes set forth in the Master Calendar, the Academy shall submit one (1) copy of the annual financial statement audit, auditor's management letters and any responses to auditor's management letters to the Charter Schools Office.

Section 6.12. Address and Description of Physical Plant; Process for Expanding Academy's Site Operations. The address and description of the physical plant for the Academy is

set forth in Schedule 6. With the approval of the College Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 6 are under the direction and control of the Academy Board.

The College Board's process for evaluating and approving the same configuration of age or grade levels at more than one (1) site is as follows:

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the CSO a contract amendment, in a form and manner determined by the CSO. The contract amendment shall include all information requested by the CSO, including detailed information about the site, the Academy's proposed operations at the site and the information provided in Contract Schedules 4, 5, 6 and 7. Upon receipt of a complete contract amendment, the CSO Director shall review the contract amendment and make a recommendation to the College Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the CSO Director of the contract amendment shall include a determination by the CSO Director that the Academy is operating in compliance with the Contract and is making measureable progress toward meeting the Academy's educational goals. The College Board may consider the Academy Board's site expansion request contract amendment following submission by the CSO Director of a positive recommendation. If the College Board approves the Academy Board's site expansion request contract amendment, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The College Board reserves the right to modify, reject or approve any site expansion request contract amendment in its sole and absolute discretion.

Section 6.13. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of the College or the College Board.

Section 6.14. Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

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

Section 6.16. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the

agreement to the Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be incorporated into Schedule 7 by contract amendment pursuant to Article IX of these Terms and Conditions. Until the matriculation agreement is incorporated into the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

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

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

(a) The Academy's proposed site is the same location as a public school that (i) is currently on the list under Section 1280c(1), MCL 380.1280c(1) or Section 1280g(3), MCL 380.1280g(3), as applicable; or (ii) has been on the list during the immediately preceding 3 school years.

(b) The Academy's proposed site is the same location of another public school academy, urban high school academy, school of excellence or strict discipline academy whose contract was revoked or terminated by an authorizing body under the applicable part or section of the Code.

ARTICLE VII

TUITION PROHIBITED

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

ARTICLE VIII

COMPLIANCE WITH APPLICABLE LAWS

Section 8.1. Compliance with Applicable Law. The Academy shall comply with all applicable state and federal laws, including, but not limited to, to the extent applicable, the Code, the State School Aid Act of 1979, the Open Meetings Act, the Freedom of Information Act ("FOIA"), the Public Employees Relations Act, the Uniform Budgeting and Accounting Act, the Revised Municipal Finance Act of 2001, the Elliott-Larsen Civil Rights Act, the Michigan Person with Disabilities Civil Rights Act, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 et seq. or any successor law. The Academy agrees to participate in state assessments, data collection systems, state level student growth models, state accountability and accreditation systems, and other public comparative data collection required for public schools. Additionally, the Academy shall comply with other state and federal laws which

and federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state or federal law to the Academy.

ARTICLE IX

AMENDMENT

Section 9.1. Amendments. The College Board and the Academy acknowledge that the operation and administration of a public school academy and the improvement of educational outcomes over time will require amendment of this Contract. In order to assure a proper balance between the need for independent development of the Academy and the statutory responsibilities of the College Board as an authorizing body, the parties have established a flexible process for amending this Contract.

Section 9.2. Process for Amendment Initiated by the Academy. The Academy, by a majority vote of its Board of Directors, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The proposal will be made to the College Board through its designee. Except as provided in Section 6.12 of these Terms and Conditions, the College Board delegates to the CSO Director the review and approval of changes or amendments to this Contract. In the event that a proposed change is not accepted by the CSO Director, the College Board shall consider and vote upon a change proposed by the Academy following an opportunity for a presentation to the College Board by the Academy.

Section 9.3. Process for Amendment Initiated by the College Board. The College Board, or an authorized designee, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The College Board delegates to the CSO Director the review and approval of changes or amendments to this Contract. The Academy Board may delegate to an officer of the Academy the review and negotiation of changes or amendments to this Contract. The Contract shall be amended as requested by the College Board upon a majority vote of the Academy Board.

Section 9.4. Final Approval of Amendments. Amendments to this Contract take effect only after they have been approved by the Academy Board and by the College Board or the CSO Director. If the proposed amendment conflicts with any of the College Board's general policies on public school academies, the proposed amendment shall take effect only after approval by the Academy and the College Board.

Section 9.5. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law which alters or amends rights, the responsibilities or obligations of either the Academy or the College Board, this Contract shall be altered or amended to reflect the change in existing law as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the College Board shall conform to and be carried out in accordance with the change in Applicable Law.

Section 9.6. Emergency Action on Behalf of College Board. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation that arises between meetings of the College Board. An emergency

situation shall be deemed to occur if the Charter Schools Office Director, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the College Board. Upon the determination that an emergency situation exists, the Charter Schools Office Director may temporarily take action on behalf of the College Board with regard to the Academy or the Contract, so long as such action is in the best interest of the College Board and the Charter Schools Office Director consults with the College Board Chairperson or the College President prior to taking the intended actions. When acting during an emergency situation, the Charter Schools Office Director shall have the authority to act in place of the College Board, and such emergency action shall only be effective in the interim before the earlier of (a) rejection of the emergency action by the Chairperson of the College Board; or (b) the next meeting of the College Board. The Charter Schools Office Director shall immediately report such action to the College Board for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the College Board, becomes permanent.

ARTICLE X

CONTRACT TERMINATION, SUSPENSION, AND REVOCATION

Section 10.1. Statutory Grounds for Revocation. In addition to the other grounds for revocation in Section 10.2 and the automatic revocation in Section 10.3 of these Terms and Conditions, the College Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

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

Section 10.2. Other Grounds for Revocation. In addition to the statutory grounds for revocation set forth in Section 10.1 and the grounds for an automatic revocation set forth in Section 10.3, the College Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- (a) The Academy fails to achieve or demonstrate measurable progress toward achieving the educational goals and related measures identified in this Contract;
- (b) The Academy fails to properly implement, consistently deliver, and support the educational programs or curriculum identified in this Contract;

- (c) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;
- (d) The Academy has insufficient enrollment to successfully operate a public school academy, or the Academy has lost more than fifty percent (50%) of its student enrollment from the previous school year;
- (e) The Academy fails to fulfill the compliance and reporting requirements or defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or, during the term of this Contract, it is discovered by the Charter Schools Office that the Academy failed to fulfill the compliance and reporting requirements or there was a violation of a prior Contract issued by the College Board;
- (f) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services without first obtaining the Charter Schools Office's approval;
- (g) The Charter Schools Office discovers grossly negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract; or
- (h) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the Charter Schools Office in connection with the College Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law.

Section 10.3. Automatic Amendment Of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination.

Except as otherwise provided in this Section 10.3, if the College 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 College Board or the Academy.

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

rescinding the State's Automatic Closure Notice ("Pupil Hardship Exemption"), shall be directed to the Department, in a form and manner determined by the Department.

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

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

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

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

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

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

(a) Notice of Intent to Revoke. The Charter Schools Office Director, upon reasonable belief that grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.

(b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the Charter Schools Office Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the Charter Schools Office Director prior to a review of the Academy Board's response.

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

(d) College Board's Contract Reconstitution Provision. The Charter Schools Office Director may reconstitute the Academy in an effort to improve student educational performance or to avoid interruption of the educational process. Reconstitution may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board; (ii) termination of at-will board appointments of 1 or more Academy Board members in accordance with the Resolution; (iii) withdrawing approval of a contract under Section 506 of the Code; (iv) the appointment of a new Academy Board of Directors or a Conservator to take over operations of the Academy; or (v) closure of an Academy site(s).

Reconstitution of the Academy does not restrict the Department from issuing an order under section 507 of the Code, MCL 380.507, directing the automatic closure of the Academy's site(s).

(e) Request for Revocation Hearing. The Charter Schools Office Director may initiate a revocation hearing before the College Charter Schools Hearing Panel if the Charter Schools Office Director determines that any of the following has occurred:

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

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

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

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

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

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

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

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

(f) Hearing before the College Charter Schools Hearing Panel. Within thirty (30) days of receipt of a request for revocation hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the notice of hearing to the Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the Charter Schools Office Director's request for Contract revocation, and to make a recommendation to the College Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the Charter Schools Office Director and shall not last more than three hours. The hearing shall be transcribed and the cost shall be divided equally between the College and the Academy. The Charter Schools Office Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear

testimony from any witnesses for either side. The Hearing Panel may, however, question the Charter Schools Office Director and the Academy Board. Within thirty (30) days of the revocation hearing, the Hearing Panel shall make a recommendation to the College Board concerning the revocation of the Contract. For good cause, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the College Board.

(g) College Board Decision. If the Hearing Panel's recommendation is submitted to the College Board at least fourteen (14) days before the College Board's next regular meeting, the College Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The College Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The College Board shall have available to it copies of the Hearing Panel's recommendation and the transcript from the hearing. The College Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the College Board's decision shall be provided to the Charter Schools Office, the Academy Board and the Department.

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

(i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the College Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the College Board to revoke the Contract, may be withheld by the College Board or returned to the Michigan Department of Treasury upon request.

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

(a) The Charter Schools Office Director Action. If the Charter Schools Office Director determines, in his or her sole discretion, that certain conditions or circumstances exist such that the Academy Board:

- (i) has placed staff or students at risk;
- (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property;
- (iii) has lost its right to occupancy of the physical facilities described in Schedule 6, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities;
- (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 6;
- (v) has willfully or intentionally violated this Contract or Applicable Law; or

(vi) has violated Section 10.2(g) or (h), then the Charter Schools Office Director may immediately suspend the Contract, pending completion of the procedures set forth in Section 10.6. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.

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

(c) Immediate Revocation Proceeding. If the Academy Board, after receiving a notice of Contract suspension from the Charter Schools Office Director, continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a revocation hearing in accordance with the procedures set forth in section 10.6(e) of this Contract. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The College Board shall proceed to consider the Hearing Panel's recommendation in accordance with Sections 10.6(f) through (h).

Section 10.8. Venue; Jurisdiction. The parties agree that all actions or proceedings arising in connection with this Contract will be tried and litigated only in the Circuit Court of Chippewa County, Michigan, the Michigan Court of Claims or the Federal District Court for the Western District of Michigan. The parties hereby irrevocably accept for themselves and in respect of their property, generally and unconditionally, the jurisdiction of such courts. The parties irrevocably consent to the service of process out of any such courts in any such action or proceedings by the mailing of copies thereof by registered or certified mail, postage prepaid, to each such party, at its address set forth for notices in this Contract, such service to become effective ten (10) days after such mailing. The parties irrevocably waive any right they may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceedings is brought in accordance with this Section 10.8. This Section 10.8 shall not in any way be interpreted as an exception to the Academy's covenant not to sue contained in Section 11.3 of these Terms and Conditions.

Section 10.9. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, in the event that the College President, in his or her sole discretion, determines that the health, safety and welfare of Academy students, property or funds are at risk, the College President, after consulting with the College Board Chairperson, may appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all the powers of a Board of Directors of a Public School Academy and act in the place and stead of the Academy Board. The College President shall appoint the Conservator for a definite term which may be extended in writing at his or her discretion. During the appointment, the Academy Board members and their terms in office are suspended and all powers of the Academy Board are

suspended. All appointments made under this section must be presented to the College Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers:

(a) take into his or her possession all Academy property and records, including financial, Academy Board, employment and student records;

(b) institute and defend actions by or on behalf of the Academy;

(c) continue the business of the Academy including entering into contracts, borrowing money, and pledging, mortgaging, or otherwise encumbering the property of the Academy as security for the repayment of loans. However, the power shall be subject to any provisions and restrictions in any existing credit documents;

(d) hire, fire and discipline employees of the Academy;

(e) settle or compromise with any debtor or creditor of the Academy, including any taxing authority;

(f) review all outstanding agreements to which the Academy is a party and to take those actions which the Academy Board may have exercised to pay, extend, rescind, renegotiate or settle such agreements as needed; and

(g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under this Contract or Applicable Law.

Section 10.10. Academy Dissolution Account. If the College Board terminates, revokes or fails to issue a new Contract to the Academy, the CSO Director shall notify the Academy that, beginning thirty (30) days after notification of the College Board's decision, the College Board may direct up to \$10,000 from each subsequent State School Aid Fund payment, not to exceed a combined total of \$30,000, to a separate Academy account ("Academy Dissolution Account") to be used exclusively to pay the costs associated with the wind up and dissolution responsibilities of the Academy. Within five (5) business days of the CSO Director's notice, the Academy Board Treasurer shall provide the CSO Director, in a form and manner determined by the CSO, with account detail information and authorization to direct such funds to the Academy Dissolution Account. The Academy Dissolution Account shall be under the sole care, custody and control of the Academy Board, and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as all the wind-up and dissolution expenses have been satisfied.

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan. The Academy agrees to comply with all of the following:

- (a) The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 et seq. Within ten (10) days after adoption by the Academy Board (but not later than July 1st) each year, the Academy Board shall submit to the Charter Schools Office a copy of its annual budget for the upcoming fiscal year. The budget must detail budgeted expenditures at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. Within 10 days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Charter Schools Office.
- (b) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7th of each school fiscal year, shall transmit to the Center for Educational Performance and Information ("CEPI") the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- (c) The Academy shall not adopt or operate under a deficit budget, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing deficit fund balance, incur a deficit fund balance, or adopt a current year budget that projects a deficit fund balance. If the Academy has an existing deficit fund balance, incurs a deficit fund balance in the most recently completed school fiscal year, or adopts a current year budget that projects a deficit fund balance, all of the following apply:
 - (i) The Academy shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the Charter Schools Office.
 - (ii) Within 30 days after making notification under subdivision (c)(i), the Academy shall submit to the Superintendent in the form and manner prescribed by the Department an amended budget for the current school fiscal year and a deficit elimination plan approved by the Academy Board, with a copy to the State Treasurer. The Academy shall transmit a copy of the amended budget and the deficit elimination plan to the Charter Schools Office.
 - (iii) After the Superintendent approves the Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.

- (d) If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under section 1220 of the Code, MCL 380.1220, the Academy shall do all of the following:
 - (i) The enhanced deficit elimination plan shall be approved by the Academy Board before submission.
 - (ii) After the State Treasurer approves an enhanced deficit elimination plan for the Academy, the Academy shall post the enhanced deficit elimination plan on the Academy's website.
 - (iii) Submit to the Superintendent and State Treasurer an enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.

Section 11.2. Insurance. The Academy Board shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverages required by the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C.") for public school academies authorized by university board authorizing bodies:

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

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

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

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

COVERAGE	REQUIREMENTS
General or Public Liability (GL)	<p>Must be Occurrence form</p> <p>Must include Sexual Abuse & Molestation coverage which can be Occurrence or Claims Made. If this coverage is Claims Made the Retroactive Date must be the same or before date of original College PSA/SDA/UHS/SOE contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.</p> <p>Must include Corporal Punishment coverage.</p> <p>\$1,000,000 per occurrence & \$2,000,000 aggregate.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>College must be included as an Additional Insured with Primary and Non-Contributory Coverage.</p> <p>NOTE: SDA must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 limit which can be Occurrence or Claims Made. If this coverage is Claims Made, and the SDA goes out of business, the SDA needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the SDA.</p>
COVERAGE	REQUIREMENTS
	<p>Must include Employment Practices Liability.</p> <p>Must include Corporal Punishment coverage.</p> <p>Must include Sexual Abuse & Molestation coverage.</p> <p>Must include Directors' & Officers' coverage.</p> <p>Must include School Leaders' E&O.</p> <p>Can be Claims Made or Occurrence form.</p> <p>If Claims Made, retroactive date must be the same or before date of original College - PSA/SDA/UHS/SOE Charter Contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.</p> <p>\$1,000,000 per occurrence & \$3,000,000 aggregate.</p>

Errors & Omissions (E&O)

In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.

College must be included as an Additional Insured with Primary and Non-Contributory Coverage.

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

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

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

COVERAGE	REQUIREMENTS
Umbrella	<p>Can be Claims Made or Occurrence form. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.</p> <p>Umbrella is acceptable with a \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000</p> <p>If PSA/SDA/UHS/SOE has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence.</p> <p>If PSA/SDA/UHS/SOE purchases additional Umbrella limits to meet the \$1,000,000/\$3,000,000 for E&O then they must be in addition to the required Umbrella limit.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>College must be included as Additional Insured with Primary and Non-Contributory Coverage.</p> <p>All coverages have to be included in the Umbrella that are in General Liability, Automobile and E&O.</p>

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

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

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

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

DISCLAIMER:

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

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The Academy may join with other public school academies to obtain insurance if the Academy Board finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured. The Academy shall list the College and the College Board on the insurance policies as an additional insured on insurance coverages as noted above. The Academy shall have

a provision included in all policies requiring notice to the College Board, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the Academy shall provide copies of all insurance policies required by this Contract on site for inspection by the College Board or its designee.

All insurance certificates must accurately reflect the coverage provided under the Academy's policy. Certificate must expressly list or state the coverage for each item specified in the Contract. Policy and corresponding certificates, should reflect an annual expiration date of June 30th to correspond with the Contract, unless a different date provides an economic advantage to the Academy, so long as such date does not create a gap in coverage at any time during the term of the Contract.

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

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

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

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

	\$1,000,000 per occurrence & \$3,000,000 aggregate
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
COVERAGE	REQUIREMENTS
Automobile Liability (AL) for Owned and Non-Owned Autos	\$1,000,000 per accident
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
	Higher limits may be required if PSA has its own buses
COVERAGE	REQUIREMENTS
Workers' Compensation	Must be Occurrence Form
	Statutory Limits
	NOTE: If PSA is leasing employees from ESP, ESP must have Employers' Liability with \$1,000,000 per occurrence AND Alternate Employer Endorsement naming PSA.
	PSA must be included as First Named Insured
COVERAGE	REQUIREMENTS
Crime	Must include Employee Dishonesty coverage
	Must be Occurrence form
	\$500,000 per occurrence
	PSA must be included as First Named Insured
COVERAGE	REQUIREMENTS
Umbrella	Can be Claims Made or Occurrence form
	\$2,000,000 per occurrence & \$4,000,000 aggregate
	If PSA has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
ADDITIONAL RECOMMENDATIONS	
COVERAGE	REQUIREMENTS
Property	Limits to cover replacement for PSA's property exposures, including real and personal, owned or leased
COVERAGE	REQUIREMENTS
Performance Bond (or Letter of Credit with Indemnification)	\$1,000,000 per claim/aggregate

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

The College's insurance carrier periodically reviews the types and amounts of insurance coverages that the Academy must secure in order for the College to maintain insurance coverage for the authorization and oversight of the Academy. In the event that the College's insurance carrier requests additional changes in coverage identified in this Section 11.2, or M.U.S.I.C

requires changes in coverage and amounts for public school academies authorized by university board public school academy authorizing bodies, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the College's insurance carrier or adopted by M.U.S.I.C. within thirty (30) days after notice of the insurance coverage change.

Section 11.3. Legal Liabilities and Covenant Against Suit. The Academy acknowledges and agrees that it has no authority to extend the full faith and credit of the College Board, the College or any other authorizing body, or to enter into a contract that would bind the College Board or the College. The Academy is also limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy hereby agrees and covenants not to sue the College Board, the College, or any of its Regents, officers, employees, agents or representatives for any matters that arise under this Contract. The College Board and the College do not assume any obligation with respect to any Director, employee, agent, parent, guardian, student, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the College Board or the College, or any of its Regents, employees, agents, or independent contractors as a result of the issuing, overseeing, suspending, terminating or revoking of this Contract, or as a result of not issuing a new Contract at the end of the term of this Contract.

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

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

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

Section 11.5. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that the Academy's physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates for the Academy's physical facilities. The Academy Board shall not conduct classes until the Academy has complied with this Section 11.5. Copies of these certificates shall be incorporated into this Contract under Schedule 6.

Section 11.6. Criminal Background and History Checks; Disclosure of Unprofessional Conduct. The Academy shall comply with the Code concerning criminal background and criminal history checks for its teachers, school administrator(s), and for any other position requiring State Board approval. In addition, the Academy shall comply with the Code concerning the disclosure of unprofessional conduct by persons applying for Academy employment. This Section 11.6 shall apply to such persons irrespective of whether they are employed by the Academy or employed by an Educational Service Provider contracting with the Academy.

Section 11.7. Special Education. Pursuant to Section 1701a of the Code, the Academy shall comply with Article III, Part 29 of the Code, MCL 380.1701 et seq., concerning the provision of special education programs and services at the Academy. Upon receipt, the Academy shall notify the Charter Schools Office of any due process or state complaint filed against the Academy.

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

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

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

"Indemnification of Bay Mills Community College. The parties acknowledge and agree that the Bay Mills Community College Board of Regents, Bay Mills Community College and its respective members, officers, employees, agents or representatives (all collectively referred to as "Bay Mills Community College") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify, defend, and hold harmless Bay Mills Community College against all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses, imposed upon or incurred by Bay Mills Community College 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 Bay Mills Community College, which arise out of or are in any manner connected with Bay Mills Community College Board of Regents' approval of the Academy's application, Bay Mills Community College Board of Regents' consideration of or issuance of a Contract, the Academy Board's or [insert the name of Educational Service Provider] preparation for and operation of the Academy, or which are incurred as a result of the reliance by Bay Mills Community College upon information supplied by the Academy Board or [insert the name of Educational Service Provider], or which arise out of the failure of the Academy Board or [insert the name of Educational Service Provider] to perform its obligations under the Contract, the Agreement or Applicable Law, as applicable. The parties expressly acknowledge and agree that Bay Mills Community College, Bay Mills Community College Board of Regents and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against either party to enforce its rights as set forth in this Agreement."

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

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

"Compliance with Section 503c. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Department. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this agreement."

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

Provider shall have no recourse against the Academy or the College Board for implementing such site closure or reconstitution.”

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

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

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

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

ARTICLE XII

GENERAL TERMS

Section 12.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand; or (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile or telegram; or (iii) upon delivery into United States mail if delivery is by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other address or person as the respective party may designate by notice delivered pursuant hereto:

If to the College Board:	President Bay Mills Community College 12214 West Lakeshore Drive Brimley, Michigan 49715
If to the Tribal Office:	Tribal Attorney's Office Bay Mills Indian Community 12140 West Lakeshore Drive Brimley, Michigan 49715
If to Outside Counsel:	Leonard C. Wolfe Dykema Gossett PLLC 201 Townsend Street, Suite 900 Lansing, Michigan 48933
If to Academy:	Academy Board President Nicole A Latowski-Morgia 1070 Hampton Mt Clemens, MI 48043
If to Academy Counsel:	Dana Abrahams Clark Hill 151 S. Old Woodward-Ste. 200 Birmingham, MI 48009

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

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

Section 12.4. Entire Contract. Except as specifically provided in this Contract, this Contract sets forth the entire agreement between the College Board and the Academy with respect to the subject matter of this Contract. All prior contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by either the Academy or the College Board.

Section 12.6. Non Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

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

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

Section 12.9. Term of Contract. This Contract shall commence on the date first set forth above and shall remain in full force and effect for 8 years until June 30, 2027, unless sooner revoked or terminated according to the terms hereof.

Section 12.10. Indemnification. As a condition to receiving a grant of authority from the College Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify, defend and hold the College Board, the College and its Board of Regents members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the College, which arise out of or are in any manner connected with the College Board's receipt, consideration or approval of the Application, the College Board's approval of the Resolution or Authorizing Resolution, legal challenges to the validity of Part 6A of the Code or actions taken by the College Board as an authorizing body under Part 6A of the Code, the College Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the College Board, the College and its Board of Regents members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of governmental immunity provided under Section 7 of the Governmental Liability for Negligence Act, being MCL 691.1407 of the Michigan Compiled Laws.

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

Section 12.12. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the

parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

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

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

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

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

Section 12.17. Information Available to the Public.

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

Section 12.18. Termination of Responsibilities. Upon termination or revocation of the Contract, the College Board or its designee shall have no further obligations or responsibilities

under this Contract to the Academy or any other person or persons in connection with this Contract. Upon termination or revocation of the Contract, the Academy may amend its articles of incorporation or bylaws as necessary to allow the Academy Board to: (a) take action to appoint Academy Board members in order to have a quorum necessary to take Academy Board action; or (b) effectuate a dissolution, provided that the Academy Board may not amend any provision in the Academy's articles of incorporation or bylaws regarding the disposition of assets upon dissolution.

Section 12.19. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation, Part 6A of the Code and Applicable Law.

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

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

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

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

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

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

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

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

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

- (i) to the Department or CEPI;
- (ii) to the student's parent or legal guardian;
- (iii) by the Academy to the College Board, College, Charter Schools Office or to the ESP with which the Academy has a management agreement that has not been disapproved by the College;
- (iv) by the Academy to the Academy's intermediate school district or another intermediate school district providing services to Academy or the Academy's students pursuant to a written agreement;
- (v) to the Academy by the Academy's intermediate school district or another immediate school district providing services to pupils enrolled in the Academy pursuant to a written agreement;
- (vi) to the Academy by the College Board, College, Charter Schools Office;
- (vii) to a person, agency, or organization with written consent from the student's parent or legal guardian, or from the student if the student is 18 years of age;
- (viii) to a person, agency, or organization seeking or receiving records in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction;
- (ix) to a person, agency, or organization as necessary for standardized testing that measures a student's academic progress and achievement; or
- (x) in the absence of, or in compliance with, a properly executed opt-out form, as adopted by the Academy in compliance with section 1136(6) of the Code, pertaining to uses for which the Academy commonly would disclose a pupil's "directory information."

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

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

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

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

directory information in any of the Uses that have been opted out of in the opt-out form.

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

Section 12.23. Partnership Agreement. If the Department and State Reform Office 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 12.24. Statewide Safety Information Policy. The Academy shall adopt and adhere to the statewide school safety information policy required under section 1308 of the Code, MCL 380.1308. The statewide school safety information policy may also address Academy procedures for reporting incidents involving possession of a dangerous weapon as required under section 1313 of the Code, MCL 380.1313.

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

Section 12.26. Academy Emergency Operations Plan. (a) Beginning in the 2019-2020 school year, and at least biennially thereafter, the Academy shall, in conjunction with at least 1 law enforcement agency having jurisdiction over the Academy, conduct either (i) a review of the Academy’s emergency operations plan, including a review of the vulnerability assessment; or (ii) a review of the Academy’s statewide school safety information policy, as applicable.

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

Section 12.27. School Safety Liaison. The Academy Board shall designate a liaison to work with the School Safety Commission created under Section 5 of the Comprehensive School Safety Plan Act created under Public Act 548 of 2018, MCL [TBD] and the Office of School Safety created under MCL 28.681. The Liaison shall be an individual employed or assigned to

regularly and continuously work under contract in the school operated by the Academy. The Liaison shall work with the School Safety Commission and the Office of School Safety to identify mode practices for determining school safety measures.

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

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

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

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

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

As the designated representative of the Bay Mills Community College Board of Regents, I hereby issue this Contract to the Academy on the date set forth above.

BAY MILLS COMMUNITY COLLEGE
BOARD OF REGENTS

By: Michael C. Parish Date: July 1, 2019
Michael Parish, College Board Designee

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

MT. CLEMENS MONTESSORI ACADEMY

By: Nicole A Latowski-Morgia
Nicole A Latowski-Morgia, Academy Board President

Date: July 1, 2019

CONTRACT SCHEDULES

Schedules

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CONTRACT SCHEDULE 1
ARTICLES OF INCORPORATION

Resolution of the Mt. Clemens Montessori Academy Board of Directors

Ratification of Articles of Incorporation

BE IT RESOLVED, that the attached Articles of Incorporation as filed with the State of Michigan on October 17, 2002 are in all respects ratified and approved.

I certify that the foregoing resolution was adopted by the Mt. Clemens Montessori Academy Board of Directors at a properly noticed open meeting held on the 17th day of January, 2019, at which quorum was present.

By: Philomena Roznik

Its: Board Secretary



Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify That

MOUNT CLEMENS MONTESSORI ACADEMY

was validly incorporated on October 17, 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 to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to conduct affairs in Michigan and for no other purpose.

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



Sent by electronic transmission

Certificate Number: 19041833870

*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 1st day of April, 2019.*

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

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

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES		
Date Received		(FOR BUREAU USE ONLY)
		FILED
		OCT 17 2002
Kevin J. Foley Allen, James & Foley, P.C. 13305 Reeck Road First Floor Southgate, MI 48195		Tran Info: 1 7436377-1 10/10/02 Chk#: 12825 ID: Art: \$20.00 ALLEN JAMES AND FOLEY PC EFFECTIVE DATE:

Document will be returned to the name and address you enter above

777-864

ARTICLES OF INCORPORATION
For Use by Domestic Nonprofit Corporations

OF

MOUNT CLEMENS MONTESSORI ACADEMY

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 et seq. and Part 6A of the Revised School Code (the "Code") as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is: Mount Clemens Montessori Academy.

The authorizing body for the corporation is: The Bay Mills Community College Board of Regents.

ARTICLE II

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

1. The corporation is organized for the purpose of operating as a public school academy in the state of Michigan pursuant to Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.

2. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

ARTICLE III

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

The value of assets which the corporation possesses is:

Real Property: 0.

Personal Property: 0.

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

- a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
- b. Federal funds.
- c. Donations.
- d. Fees and charges permitted to be charged by public school academics.
- e. Other funds lawfully received.

ARTICLE IV

The address of the registered office is: 13305 Reeck Road
Southgate Michigan 48195.

The mailing address of the registered office is the same.

The name of the resident agent at the registered office is Kevin Foley.

ARTICLE V

The name and address of the incorporator is as follows: Kevin Foley
13305 Reeck Road
Southgate Michigan 48195

ARTICLE VI

The corporation is a governmental entity.

ARTICLE VII

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

ARTICLE VIII

Before execution of a contract to charter a public school academy between the corporation and the Bay Mills Community College Board of Regents (the "College Board"), the method of selection, length of term, and the number of members of the Board of Directors of the corporation shall be approved by a resolution of the College Board as required by the Code.

ARTICLE IX

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

ARTICLE X

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

ARTICLE XI

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

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

ARTICLE XII

These Articles of Incorporation shall not be amended except by the process provided in Article IX of the Contract executed by the corporation and the College Board. This process is as follows:

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

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

Amendments to these Articles of Incorporation take effect only after they have been approved by the corporation's Board of Directors and by the College Board or its designee and filed with the Michigan Department of Consumer and Industry Services, Bureau of Commercial Services. In addition, the corporation shall file with the amendment a copy of the College Board's or its designee's approval of the amendment.

ADOPTION OF ARTICLES

These Articles of Incorporation were duly adopted on this 2nd day of October, 2002. These Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless the College Board issues to the corporation a contract to operate as a public school academy, and the contract is executed by both the corporation and the College Board.

By: 

Kevin J. Foley

LAN01198576.1
IDUTHA

CONTRACT SCHEDULE 2

BYLAWS AND RATIFICATION OF RESTATED BYLAWS

Resolution of the Mt. Clemens Montessori Academy Board of Directors
Ratification of Restated Bylaws

BE IT RESOLVED, that the Restated Bylaws are hereby adopted as the Bylaws of the Academy.

I certify that the foregoing resolution was duly adopted by the Mt. Clemens Montessori Academy Board of Directors at a properly noticed open meeting held on the 17th day of January, 2019, at which quorum was present.

By: Philonena Kosak

Its: Board Secretary

CONTRACT SCHEDULE 2

BYLAWS

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BYLAWS
OF
MOUNT CLEMENS MONTESSORI ACADEMY

ARTICLE I

NAME

This organization shall be called Mount Clemens Montessori Academy (the "Academy" or the "corporation").

ARTICLE II

FORM OF ACADEMY

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

ARTICLE III

OFFICES

Section 3.1. Principal Office. The principal office of the Academy shall be located in the State of Michigan.

Section 3.2. Registered Office. The registered office of the Academy may be the same as the principal office of the Academy, but in any event must be located in the state of Michigan, and be the business office of the resident agent, as required by the Michigan Nonprofit Corporation Act. Changes in the resident agent and registered address of the Academy must be reported to the Michigan Department of Consumer and Industry Services.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.1. General Powers. The business, property and affairs of the Academy shall be managed by the Academy Board of Directors ("Academy Board"). The Academy Board may exercise any and all of the powers granted to it under the Michigan Non-Profit Corporation Act or pursuant to Part 6A of the Revised School Code ("Code"). The Academy Board may delegate such powers to the officers and committees of the Academy Board as it deems necessary, so long as such delegation is consistent with the Articles, these Bylaws, the Charter Contract and Applicable Law.

Section 4.2. Method of Selection and Appointment. The method of selection and appointment, length of term, number of directors, oath of public office requirements, tenure,

removal, resignation, compensation and prerequisite qualifications for members of the Academy Board shall comply with the resolution adopted by the Bay Mills Community College Board of Regents (the "College Board") on August 7, 2002.

ARTICLE V

MEETINGS

Section 5.1. Annual and Regular Meetings. The Academy Board shall hold an annual meeting each year. The Academy Board must provide, by resolution, the time and place, within the state of Michigan, for the holding of regular monthly meetings. The Academy Board shall provide notice of the annual and all regular meetings as required by the Open Meetings Act.

Section 5.2. Special Meetings. Special meetings of the Academy Board may be called by or at the request of any Director. The person or persons authorized to call special meetings of the Academy Board may fix the place within the state of Michigan for holding any special meeting of the Academy Board called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the corporation in the state of Michigan. The corporation shall provide notice of all special meetings as required by the Open Meetings Act.

Section 5.3. Notice; Waiver. The Academy Board must comply with the notice provisions of the Open Meetings Act. In addition, notice of any meeting shall be given to each Director stating the time and place of the meeting, delivered personally or mailed or sent by facsimile to each Director at the Director's business address. 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 5.4. Quorum. A majority of the Directors of the Academy Board as determined by resolution of the College Board, 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 5.5. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Academy Board. No member of the Board of Directors may vote by proxy or by way of a telephone conference.

Section 5.6. Open Meetings Act. All meetings of the Academy Board, shall at all times be in compliance with the Open Meetings Act.

Section 5.7. Presumption of Assent. A Director of the Academy Board who is present at a meeting of the Academy Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless 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.

ARTICLE VI

COMMITTEES

Section 6.1. Committees. The Academy Board, by resolution, may designate one or more committees, each committee to consist of one or more Directors selected by the Academy Board. As provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, the committees shall have such powers as delegated by the Academy Board, except (i) filling of vacancies in the officers of the Academy Board or committees created pursuant to this Section; (ii) amending the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, Bylaws or Applicable Law. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Academy Board of its activities as the Academy Board may request.

ARTICLE VII

OFFICERS OF THE BOARD

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

Section 7.1. Election and Term of Office. The Academy Board shall elect the initial officers at its first duly noticed meeting. Thereafter, the officers of the Academy shall be elected annually by the Academy Board. If the election of officers is not held at the annual meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officer resigns or is removed in the manner provided in Section 3.

Section 7.2. Removal. Any officer or agent elected or appointed by the Academy Board may be removed by the Academy Board whenever in its judgment the best interests of the corporation would be served thereby.

Section 7.3. Vacancies. A vacancy in any office shall be filled by appointment by the Academy Board for the unexpired portion of the term.

Section 7.4. President. The President of the Academy shall be a member of the Academy Board. The President of the corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The President shall be an ex officio member of all standing committees and shall be Chairperson of those committees designated by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Academy Board from time to time.

Section 7.5. Vice-President. The Vice-President of the Academy shall be a member of the Academy Board. In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or by the Academy Board.

Section 7.6. Secretary. The Secretary of the Academy shall be a member of the Academy Board. The Secretary shall: (a) keep the minutes of the Academy Board meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or the Academy Board.

Section 7.7. Treasurer. The Treasurer of the Academy shall be a member of the Academy Board. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the corporation in such banks, trust companies or other depositories as shall be selected by the Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.

Section 7.8. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy Board shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.

Section 7.9. Salaries. Officers of the Board, as Directors of the corporation, may not be compensated for their services. By resolution of the Academy Board, officers may be reimbursed for reasonable expenses incident to their duties.

Section 7.10. Filling More Than One Office. Subject to the statute concerning the Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the corporation except those of President and Vice-President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

ARTICLE VIII
CONTRACTS, LOANS, CHECKS AND DEPOSITS;
SPECIAL CORPORATE ACTS

Section 8.1. Contracts. The Academy Board may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Academy Board authorizes the execution of a contract or of any other instrument in the name of and on behalf of the corporation, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto. No contract entered into, by or on behalf of the Academy Board, shall in any way bind Bay Mills Community College or impose any liability on Bay Mills Community College, its trustees, officers, employees or agents.

Section 8.2. Loans. No loans shall be contracted on behalf of the Academy and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan, advance, overdraft or withdrawal by an officer or Director of the corporation, other than in the ordinary and usual course of the business of the Academy, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Bay Mills Community College or impose any liability on Bay Mills Community College, its trustees, officers, employees or agents.

Section 8.3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Academy, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Academy Board.

Section 8.4. Deposits. All funds of the Academy shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Academy Board may select, provided that 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 8.5. Voting of Gifted, Bequested or Transferred Securities Owned by this Corporation. Subject always to the specific directions of the Academy Board, any shares or other securities issued by any other corporation and owned or controlled by this corporation may be voted at any meeting of security holders of such other corporation by the President of this corporation or by proxy appointed by the President, or in the absence of the President and the President's proxy, by the Secretary or Treasurer of this corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation without necessity

of any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this corporation shall have full right, power and authority to vote the 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 8.6. Contracts Between Corporation and Related Persons. As required by Applicable Law, any Director, officer or employee of the Academy, who enters into a contract with the Academy, that meets the definition of contract under the statute on Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being sections 15.321 to 15.330 of the Michigan Compiled Laws, shall comply with the public disclosure requirements set forth in Section 3 of the statute.

ARTICLE IX

INDEMNIFICATION

Each person who is or was a Director, officer or member of a committee of the Academy and each person who serves or has served at the request of the Academy as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Academy to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time. The corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the corporation would have power to indemnify such person against such liability under the preceding sentence. The corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification to any employee or agent of the corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

ARTICLE X

FISCAL YEAR

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

ARTICLE XI

AMENDMENTS

These 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 of these bylaws and applicable law, and (b) the

written approval of the changes or amendments by the College President. In the event that a proposed change is not accepted by the College President, the College Board shall consider and vote upon a change proposed by the corporation following an opportunity for a written presentation to the College Board by the Academy Board. These Bylaws and any amendments to them take effect only after they have been approved by both the Academy Board and by the College President or the College Board.


CERTIFICATION

The Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 3rd day of October, 2002.

The Board further certifies that these bylaws were provided to the Academy Board by the College Board and that a copy of the executed Bylaws are being presented to the College President for approval.


Secretary

APPROVED BY



Designee of College President

Dated: November 27, 2002

LAN0198562 I
IDUTHA

CONTRACT SCHEDULE 3
FISCAL AGENT AGREEMENT

SCHEDULE 3

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Bay Mills Community College Board of Regents ("College Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Mt. Clemens Montessori Academy, a public school academy.

Preliminary Recitals

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

WHEREAS, the College Board is required by law to forward any State School Aid Payments received from the State of Michigan ("State") on behalf of the Academy to the Academy,

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

"Account" means an account established by the Academy for the receipt of State School Aid Payments at a bank, savings and loan association, or credit union which has not been deemed ineligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, being Section 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the College Board or an officer or employee of Bay Mills Community College as designated by the College Board.

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

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

"State" means the State of Michigan.

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

ARTICLE II

FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The College Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the College Board and the Academy may also agree that the College Board will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

Section 2.02. Transfer to Academy. Except as provided in Article X of the Terms and Conditions and in the Oversight Agreement, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within ten (10) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable State Board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil membership count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State Aid School Payments received on behalf of the Academy from the State Treasurer. The duties of the Fiscal Agent are limited to the receipt and transfer to the Academy of State School Aid Payments and Other Funds received by the Academy. The Fiscal Agent shall have no duty to monitor or approve expenditures made by the Academy Board.

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent.

ARTICLE III

STATE DUTIES

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

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

ARTICLE IV

ACADEMY DUTIES

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

Section 4.02. Expenditures of Funds. The Academy may expend funds that it receives from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy Board to be consistent with the purposes for which the funds were appropriated.

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

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

Section 4.05. Deposit of Academy Funds. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of State School Aid Payments and Other Funds received by the Academy.

ARTICLE V

RECORDS AND REPORTS

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

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, 2019, and annually thereafter, a written report dated as of August 31 summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the College Board receives under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

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

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

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

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

Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the Bay Mills Community College Board of Regents to Mt. Clemens Montessori Academy.

BY: Deborah M. Roberts

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

Date: May 22, 2019

CONTRACT SCHEDULE 4
OVERSIGHT AGREEMENT

SCHEDULE 4

OVERSIGHT AGREEMENT

This Agreement is part of the Contract issued by the Bay Mills Community College Board of Regents ("College Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to the Mt. Clemens Montessori Academy (the "Academy"), a public school academy.

Preliminary Recitals

WHEREAS, the College Board, subject to the leadership and general supervision of the State Board of Education over all public education, is responsible for overseeing the Academy's compliance with the Contract and all Applicable Law,

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

"Agreement" means this Oversight Agreement.

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

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

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

"State School Aid Payment" means any payment of money the Academy receives from the state school aid fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the State School Aid Act of 1979, as amended.

ARTICLE II

OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

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

- a. Conduct a review of the Academy's audited financial reports as submitted, including the auditor's management letters, and report to the College Board any exceptions as well as any failure on the part of the Academy to meet generally accepted public sector accounting principles.
- b. Conduct a review of the records, internal controls or operations of the Academy to determine compliance with the Contract and Applicable Law.
- c. Conduct a meeting annually between the Academy Board of Directors and a designee of the College Board to determine compliance with the Contract and Applicable Law.
- d. Institute action pursuant to the terms of the Contract to suspend, revoke or reform the Contract.
- e. Monitor the Academy's compliance with the Contract, the Code, and all other Applicable Law.
- f. Request periodic reports from the Academy regarding any aspect of its operation, including, without limitation, whether the Academy has met or is achieving its targeted educational goals and applicable academic performance standards set forth in the Contract.
- g. Request evidence that the Academy has obtained the necessary permits and certificates of compliance to operate as a public school from the applicable governmental agencies, including, without limitation, the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes and the Bureau of Fire Services, and local health departments.
- h. Determine whether the Academy has failed to abide by or meet the educational goals or applicable academic performance standards as set forth in the Contract.
- i. Provide supportive services to the Academy as deemed necessary and/or appropriate by the College Board or its designee.
- j. Evaluate whether the Academy appropriately administers all optional or statutorily mandated assessments pursuant to the Academy's student population, goals and programs.
- k. Take other actions, as authorizing body, as permitted or required by the Code.

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

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

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

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

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

m. By July 1st of each year, the Academy Board shall provide a copy of the Academy Board's public meeting schedule for the upcoming school year. The Academy Board's public meeting schedule shall include the date, time and location of the public meetings for the upcoming school year. Within ten (10) business days of Academy Board approval, the Academy Board shall provide a copy to the Charter Schools Office of any changes to the Academy Board public meeting schedule.

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

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

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

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

To the extent that any dates for the submission of materials by the Academy under Section 2.02 conflict with dates set forth in the Master Calendar, the dates in the Master Calendar shall control.

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

ARTICLE III

RECORDS AND REPORTS

Section 3.01. Records. The Academy will keep records in which complete and correct entries shall be made of all Compliance Certification Duties conducted, and these records shall be available for inspection at reasonable hours and under reasonable conditions by the Charter Schools Office.

ARTICLE IV

MISCELLANEOUS

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

Section 4.02. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Academy and the College Board by this Agreement.

Section 4.03. Audit and Evaluation. The Academy:

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

and Privacy Act (FERPA - 34 CFR Part 99), the Michigan Identity Theft Protection Act of 2004, and the Privacy Act of 1974.

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

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

ARTICLE V

TRANSPARENCY PROVISION

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

A. Information to Be Made Publicly Available by the Academy. The following described categories of information are specifically included within those to be made available to the public and the Charter Schools Office by the Academy in accordance with Section 12.17(a) of the Terms and Conditions:

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes

8. Copy of Academy Board approved budget and amendments to the budget
9. Copies of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the Charter Schools Office
11. Copy of curriculum and other educational materials given to the Charter Schools Office
12. Copy of school improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds
14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved ESP Agreement(s)
17. Copy of Academy Board approved services contract(s)
18. Office of Fire Safety certificate of occupancy for all Academy facilities
19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)
21. Asbestos inspection report and Asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase 1 environmental report (if required)
24. List of current Academy teachers and school administrators with names and addresses and their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal back-ground and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board
29. Proof of insurance as required by the Contract

30. Any other information specifically required under the Code

B. Information to Be Made Publicly Available by the ESP. The following information is specifically included within the types of information available to the Academy by the Educational Service Provider (if any) in accordance with Section 12.17(b) of the Terms and Conditions:

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

CONTRACT SCHEDULE 5

DESCRIPTION OF STAFF RESPONSIBILITIES

Schedule 5

Staffing Structure

Mt. Clemens Montessori Academy ("Academy") contracts with CS Partners, LLC and CS Management, Inc. d/b/a Partner Solutions For Schools (collectively referred to herein as ("CSP")), as its educational services provider, pursuant to a Services Agreement. As part of the CSP's services under the Services Agreement, CSP employs qualified staff assigned to work at or on behalf of the Academy. CSP staff perform their job duties and responsibilities of their assigned positions in accordance with the job descriptions provided in Schedule 5. CSP recruits and employs individuals who are committed to the educational vision; Montessori philosophy; goals and objectives of the Academy. CSP administration develops its staff policies, procedures, rules and guidelines for the CSP staff. Where appropriate and as needed, CSP may obtain advice from outside professional experts and legal counsel.

All of the CSP teachers assigned to work at the Academy shall be certificated in accordance with state board rule. CSP may use non-certificated teachers as the law allows. CSP shall use certified administrators and chief business officials pursuant to applicable law, including superintendent, principal, assistant principal, or other person whose primary responsibility is administering instructional programs.

CSP shall ensure that all of its staff assigned to work at or on behalf of the Academy are properly licensed, certified, certificated and meet all of the requirements of applicable laws, rules and regulations.

The Academy does not employ any staff or employees. The Academy does not hire, fire, discipline, evaluate, promote, demote or otherwise engage in personnel matters other than to ensure that CSP follows applicable laws, rules and regulations as required. The Academy is not the employer or joint employer of CSP staff assigned to work at or on behalf of the Academy.

Mt. Clemens Montessori Academy
Description of Staff Responsibilities

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GUIDANCE COUNSELOR

Reports To: Executive Director
Employed By: Partner Solutions
FLSA Status: Exempt
Other Titles: Career Coordinator

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

The successful Guidance Counselor provides support for students across a variety of areas, including behavior, career guidance and college preparation. The Guidance Counselor provides confidentiality for students and parents. In addition, the successful Guidance Counselor aligns student interests with post-secondary opportunities and will work to reinforce positive student behavior. The Guidance Counselor is responsible for all other duties as assigned.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. When necessary, the Guidance Counselor may be required to supervise students or facilitate meetings.

Planning & Implementation

An effective employee in this position will possess the ability to provide leadership, initiative, support and assistance with student related functions. The Guidance Counselor must possess exceptional planning and organization skills. The Guidance Counselor should implement programs that will expose students to opportunities beyond the classroom and after graduation.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of all methods of communication, including email and phone, and actively respond to inquiries from resources within the community. The Guidance Counselor must also be able to manage a variety of documents while maintaining legality and confidentiality. In addition, the Guidance Counselor must possess the ability to implement programs that promote advanced learning. The Guidance Counselor should possess expertise in behavioral intervention and positive reinforcement techniques.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the code of conduct as outlined in the Employee Handbook.

Education & Experience

The Guidance Counselor must have a valid certification or authorization from the State of Michigan.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

NON-CERTIFIED ADMINISTRATIVE STAFF

Reports To: School Leader

Employed By: Partner Solutions

FLSA Status: Non-Exempt

Other Titles: Assistant Office Manager, Administrative Assistant, Technology Assistant, Student Services Coordinator, Administrative Intern, Secretary, Receptionist, Truancy Officer, Homeless Liaison, Short Watch, Supervisor of Information Management and Compliance Reporting, Success Coach

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

Non-Certified Administrative Staff are responsible for assisting with all office operations. Employees in this position will be the face of the Academy and the main point of contact for all Academy visitors. Non-Certified Administrative Staff will be responsible for all communication with parents, assisting with reporting and documentation and all other duties as assigned.

Qualifications

Planning & Implementation

An effective employee in this position will possess the ability to provide leadership, initiative, support and assistance with all administrative functions. In addition, this position is responsible for developing and maintaining schedules for students, staff and office personnel.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of all methods of communication, including email and phone. An employee in this position must be able to assist in file maintenance, student medication tracking, answering phones and communicating with students, parents and staff. In addition, an employee in this position is responsible for directing and assisting individuals in the office, including students and parents.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the code of conduct as outlined in the Employee Handbook.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

OFFICE MANAGER

Reports To: School Leader/Executive Director

Employed By: Partner Solutions

FLSA Status: Exempt

Other Titles: Business Manager, Executive Assistant

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

An employee in this position is responsible for establishing positive relationships with students, families and staff to develop a culture that fulfills the mission of the Academy. The Office Manager will be the point of contact for all individuals visiting the Academy. The Office Manager will supervise assigned office staff. The Office Manager is responsible for maintenance of Academy financial records. The Office Manager is responsible for scheduling, reporting and communicating with parents, students and staff. In addition, the Office Manager is responsible for any and all duties as assigned.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. The Office Manager will be responsible for assisting in the supervision of assigned office staff. Supervisory responsibilities include assisting in the evaluation process, rewarding and disciplining employees, addressing complaints, delegating work related tasks and assisting in the interviewing, hiring and training of all employees.

Planning & Implementation

An effective employee in this position will possess the ability to provide leadership, initiative, support and assistance with all administrative functions. In addition, an individual in this position will be able to lead staff in the creation of schedules, record maintenance and all necessary reporting.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of all office functions. The Office Manager must be able to manage the Academy office and its business aspects. The Office Manager must be comfortable working with business related documents, such as budgeting, compliance, student enrollment and all other necessary documentation.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the code of conduct as outlined in the Employee Handbook.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

PARAPROFESSIONAL

Reports To: School Leader / Executive Director

Employed By: Partner Solutions

FLSA Status: Non-Exempt

Other Titles: Teacher Assistant, Special Education Assistant, TST, Title I Paraprofessional, English Learners Coordinator, Online Facilitator Paraprofessional

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

Paraprofessionals provide instructional assistance under the supervision of classroom Teacher(s) or other instructional leaders as assigned. Paraprofessionals assist in the preparation and delivery of unit plans and provide individual and small group instruction. High quality Paraprofessionals attend staff professional development and conscientiously apply the strategies and research studied there. Paraprofessionals actively work to understand and support student assessment, particularly for those students who require interventions. Paraprofessionals are responsible for maintaining logs and for understanding the scope of services provided according to grant funding regulations and guidelines (if applicable). In addition, the Paraprofessional is responsible for any and all further duties as assigned.

Title I Paraprofessionals provide supplementary instructional assistance to students who have been identified to receive additional academic support under the Title I program. This position should be viewed as vital to the school improvement plan implementation and student achievement and ensures that students who need the most help receive instruction support from qualified Paraprofessionals. Title I Paraprofessionals are responsible for completing semi-annual certifications or personnel activity reports as required.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. The Paraprofessional will be responsible for assisting with the supervision of students.

Planning & Implementation

An effective employee in this position will provide effective instructional assistance within a designated program. In addition, the Paraprofessional must be able to plan and implement a strategy, under the supervision of the assigned instructional leader, for improving student success based on each individual student's needs.

Knowledge & Expertise

Qualified employees in this position will possess the ability to maintain a safe and orderly environment. In addition, the Paraprofessional must be able to account for multiple students at once. The Paraprofessional must have knowledge of classroom reinforcement, intervention, behavior reporting and the proper treatment of special needs students.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the code of conduct as outlined in the Employee Handbook.

Education & Experience

The Paraprofessional must meet one of the following requirements:

- Complete at least two years of study at an institution of higher education (equal to 60 semester hours); **or**
- Obtain an associate's degree (or higher); **or**
- Meet a rigorous standard of quality and demonstrate, through a formal state or local academic assessment:
 - Knowledge of, and the ability to assist in, instructing reading, writing and mathematics; **or**
 - Knowledge of and the ability to assist in, instructing reading readiness, writing readiness and mathematics readiness, as appropriate.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee would ideally be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Assist/lift students if necessary.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

SPECIAL POPULATION PERSONNEL

Reports To: Executive Director

Employed By: Partner Solutions

FLSA Status: Exempt

Other Titles: School Social Worker, Occupational Therapist, Physical Therapist, Certified Occupational Therapist Assistant, School Psychologist, Speech-Language Therapist, Academically Gifted Consultant, Montessori Consultant

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

The successful Special Population Personnel employee provides support for students across a variety of areas, including behavior, rehabilitation, counseling and therapy. The Special Population Personnel employee provides confidentiality for students and parents. In addition, the successful Special Population Personnel employee will work as a consultant to parents, teachers and administration in regard to learning styles and behavior modification techniques. The Special Population Personnel employee will work to reinforce positive student behavior, counsel students as necessary and promote maximum student achievement, especially for disabled students. In addition, the Special Population Personnel employee is responsible for all other duties as assigned.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. When necessary, the Special Population Personnel employee may be required to supervise students or facilitate meetings.

Planning & Implementation

An effective employee in this position will possess the ability to provide leadership, initiative, support and assistance with student related functions. The Special Population Personnel employee must possess exceptional planning and organization skills, as well as a high level of confidentiality. The Special Population Personnel employee should assist in the planning and implementation of student development.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of behavior modification techniques, rehabilitation, learning styles, behavior analysis, child development and data

analysis. The Special Population Personnel employee must also be able to manage a variety of documents while maintaining legality and confidentiality. In addition, the Special Population Personnel employee must possess the ability to implement programs that promote advanced learning and development at the individual level. The Special Population Personnel employee should possess expertise in behavioral intervention, rehabilitative programs and reinforcement techniques. In addition, the Special Population Personnel employee should have knowledge in the assigned areas of psychology, counseling, education, training, child development or therapy.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the code of conduct as outlined in the Employee Handbook.

Education & Experience

- A School Social Worker must possess a master's degree in social work. In addition, A School Social Worker must have a Limited Master Social Worker ("LMSW") License or Master Social Worker ("MSW") License. If in possession of a LMSW License, the School Social Worker must pass a comprehensive exam within six years to obtain a MSW License. If applicable, approval via the Office of Special Education Services may be required.
- A School Psychologist must possess a valid Michigan School Psychologist Certificate or a Preliminary School Psychologist Certificate.
- An Occupational Therapist must possess a valid Michigan Occupational Therapist Certificate.
- A Physical Therapist must possess a Doctorate of Physical Therapy ("DPT") degree. In addition, a Physical Therapist must successfully complete the national physical therapy licensure examination.
- A Speech-Language Pathologist must possess a master's degree in speech-language pathology from an accredited institution. In addition, a Speech-Language Pathologist must possess a Certificate of Clinical Competency from the American Speech-Language-Hearing Association.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects or individuals weighing up to 75 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

TEACHER

Reports To: School Leader/Executive Director

Employed By: Partner Solutions

FLSA Status: Exempt

Other Titles: Resource Room Teacher, Lead Teacher, Intervention Teacher, Online Facilitator Teacher, Special Education Teacher, Substitute Teacher, Success Coach and all other subject or grade level teachers

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

Teachers are members of a professional community, where they work collaboratively to promote high expectations and academic growth. Teachers are dedicated to the mission of the Academy by participating in professional development and applying it to their classrooms. Exceptional Teachers demonstrate a solution-oriented approach to challenges, are reflective and work to understand and use best practices to continuously improve instruction and increase student achievement. Teachers are responsible for implementing the Academy curriculum, participating in its revision, developing assessments and monitoring student progress and for maintaining positive home-Academy relationships.

Special Education Teachers are responsible for promoting a positive learning environment for students with disabilities. Special Education Teachers must modify instructional techniques in order to enhance learning for all students. In addition, Special Education Teachers are responsible for collaboration, participation in professional development and continuous improvement of instructional practices. Special Education Teachers are responsible for tracking the progress of students with disabilities and communicating progress with parents.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. Teachers will be responsible for the supervision of students. Supervisory responsibilities include establishing respectful routines and procedures that maximize learning by establishing a safe and orderly environment and overseeing all classroom activities. Teachers may also participate as supervisors in Teacher led school improvement activities.

Planning & Implementation

An effective employee in this position will assist in the creation of an instructional plan based on student needs in coordination with the published education program. In addition, the Teacher must implement instructional strategies as expected and described by administration and leadership. The Teacher is responsible for researching and employing instructional methods and carrying out practices required for student success.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of curriculum development and metrics for evaluation. The Teacher must be an expert in instructional implementation and be committed to a reflective, solutions-oriented approach to continuous school improvement. Excellent Teachers understand and expect to be exemplars of life-long learning. The Teacher must possess a high level of knowledge and expertise in their specific subject matter. The Teacher must execute a variety of instructional techniques.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. Teachers possess the intellectual capacity and agency to affect student achievement and positive Academy change. In addition, the Teacher will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the code of conduct as outlined in the Employee Handbook.

Education & Experience

- The Teacher must possess a valid State of Michigan Teaching Certificate, or permit, with the appropriate endorsement(s) for all subject area(s) being taught. In addition, they must possess evidence of meeting highly qualified requirements, as defined by No Child Left Behind, if applicable.
- The Physical Education Teacher must complete concussion training prior to beginning their assignment.
- The Science Teacher must complete Hazardous Materials Training prior to beginning their assignment.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee would ideally be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.
- Assist/lift students, as necessary.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

ASSISTANT PRINCIPAL

Reports To: Executive Director

Employed By: Partner Solutions

FLSA Status: Exempt

Other Titles: Assistant Executive Director, Assistant School Leader, Dean of Curriculum, Director of Curriculum and Instruction, Vice Principal

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

The Assistant Principal is responsible for supporting the Executive Director in developing positive relationships with students, families and staff to develop a culture that fulfills the mission of the Academy. The Assistant Principal will assist in the supervision, mentoring and evaluation of assigned Academy staff and contribute to the school improvement planning process and the determination of professional development. The Assistant Principal is responsible for daily operations at the Academy as assigned with regard to safety, compliance, achievement and student retention. In the absence of the Executive Director or School Leader, the Assistant Principal assumes responsibility for Academy operations. Ultimately, the Assistant Principal will demonstrate innovative ways of responding to challenges that reflect a dedication and belief that all children can succeed. In addition, the Assistant Principal is responsible for any and all further duties as assigned.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. They will share responsibility for the supervision of all assigned employees and ultimately the effectiveness of the Academy. Supervisory responsibilities include participating in the staff evaluation process and developing and being faithful to procedures and plans that result in 100% compliance and positive stakeholder perception.

Planning & Implementation

An effective employee in this position will act to assist the Executive Director by participating in the planning, evaluation and recommendation of goals and objectives for staff. In addition, the Assistant Principal will ideally be able to provide assistance with leadership in curriculum, instruction, school improvement, school safety, student management, home-Academy relationships and professional development. The Assistant Principal is responsible for carrying out all programs within the Academy with fidelity.

Knowledge & Expertise

Qualified employees in this position will possess and continuously build knowledge of all aspects of school reform and improvement. The Assistant Principal will actively seek to increase and apply their knowledge of curriculum development, training design, metrics for evaluation, analysis of student achievement data and research on effective pedagogy. They must be aware of research on motivation and behavior for the effective management of students. The Assistant Principal must be comfortable working with all business related documents, including budget, compliance, student records and any other supplemental documents.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, they will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the code of conduct as outlined in the Employee Handbook.

Education & Experience

To the extent this position is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official, this position is required to meet one of the following: (1) if the individual held a school administrator position before January 4, 2010, then evidence of maintaining continuing education is required; or (2) if the individual was hired as a school administrator after January 4, 2010, then either: (a) an Administrator Certificate is required; OR (b) enrollment in an MDE-approved Principal Preparation Program within 6 months of employment (and completion within 3 years) is required. [Public Act 205 section 380.1246].

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee would ideally be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

CHILDCARE ASSISTANT

Reports To: Department Director
Employed By: Partner Solutions
FLSA Status: Non-Exempt
Other Titles: Aide, LatchKey

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

Employees in this position are responsible for assisting in all aspects of the Childcare program. The Childcare Assistant will work under the supervision of the Department Director. In addition, the Childcare Assistant must maintain a safe and orderly environment for students and must account for all assigned students within the program. The Childcare Assistant is subject to all other duties as assigned.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. The Childcare Assistant will be responsible for the supervision of all assigned students in the Childcare program.

Planning & Implementation

An effective employee in this position will provide effective childcare within a designated program. In addition, the Childcare Assistant will assist with instruction for students involved in the program.

Knowledge & Expertise

Qualified employees in this position will possess the ability to maintain a safe and orderly environment. In addition, the Childcare Assistant must be able to account for multiple students at once.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations. An employee in this position will evidence this quality through mission-driven, research-based decision making.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the code of conduct as outlined in the Employee Handbook.

Education & Experience

The Childcare Assistant must be at least 18 years of age and have successfully completed CPR and First Aid Training. In addition, the Childcare Assistant must meet any additional licensing standards as established by the State of Michigan Department of State of Michigan DHHS.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate to loud noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

CUSTODIAN

Reports To: Department Director/Executive Director

Employed By: Partner Solutions

FLSA Status: Non-Exempt

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

An employee in this position is responsible for all assigned custodial duties, including the cleanliness, maintenance and safety of all assigned Academy buildings, equipment and grounds. Employees in this position will perform routine cleaning and minor repairs. The Custodian is responsible for creating and maintaining a cleaning schedule. In addition, the Custodian is responsible for all further duties as assigned.

Qualifications

Supervision

Individuals in this position must be able to apply supervision assistance when applicable. At times, the Custodian may be responsible for assisting with the supervision of students.

Planning & Implementation

An effective employee in this position will possess the ability to provide reliable input in order to develop and maintain an efficient cleaning schedule for the Academy. In addition, the Custodian must be able to carry out the schedule routinely.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of cleaning and maintenance of buildings, grounds and equipment. The Custodian must possess knowledge of cleaning tools, chemicals and procedures. The Custodian must also be able to operate cleaning equipment safely.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the code of conduct as outlined in the Employee Handbook.

Education & Experience

The Custodian must complete hazardous materials training prior to beginning their assignment.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 75 pounds (when applicable, a back-belt should be worn when lifting heavy objects).
- Stand or walk for the majority of a day.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.
- Withstand exposure to cleaning chemicals on a routine basis.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

DEPARTMENT DIRECTOR

Reports To: Executive Director/ School Leader

Employed By: Partner Solutions

FLSA Status: Exempt

Other Titles: Athletic Director, Child Care Director, Food Service Director, Summer School Program Director, Latchkey Site Director, Special Education Director, Special Education Supervisor, Special Education Coordinator, Director of Teacher Support Team ("TST"), Transportation Director, Health Coordinator, Information Technology ("IT") Network Coordinator, Facilities Supervisor, Lead Custodian, Title I Compliance Coordinator, Admissions Director, Enrollment Director, Lead Paraprofessional, Leadership Team Member, School Start Up Project Manager, Dean of Administrative Services, Director of TST and Administrative Services, Dean of Students, Academic Coach, Director of School Learning, Behavior Intervention Specialist, Director of Compliance, Director of Student Development

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

An employee in this position is responsible for establishing positive relationships with students, families and staff to develop a culture that fulfills the mission of the Academy. The Department Director may be responsible for the functions of their specific department. The Department Director may supervise department staff. The Department Director is responsible for maintenance of the department specific records. The Department Director is responsible for scheduling, reporting and communicating with parents, students and staff as it pertains to their department. In addition, the Department Director is responsible for any and all duties as assigned.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. The Department Director is responsible for assisting in the supervision of assigned staff. Supervisory responsibilities include assisting in the evaluation process, rewarding and disciplining employees, addressing complaints, delegating work related tasks and assisting in the interviewing, hiring and training of employees.

Planning & Implementation

An effective employee in this position will possess the ability to provide leadership, initiative, support and assistance with all functions within the department. In addition, an individual in this

position will be able to lead staff in the creation of schedules, record maintenance and all necessary reporting.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of all department functions. The Department Director must be able to manage all aspects of the department. The Department Director must be comfortable working with business related documents, such as budgeting, compliance, student enrollment and all other necessary documentation.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the code of conduct as outlined in the Employee Handbook.

Education & Experience

The Child Care Director must meet all applicable qualifications established by the Michigan Department of Health and Human Services ("DHHS").

The Transportation Director must meet all State of Michigan requirements for Bus Drivers. In addition, a Transportation Director must be at least 18 years of age, have less than six points on their driver's license and possess a chauffeur license.

The Special Education Director must possess a bachelor's degree and meet all requirements for Special Education Supervisor approval from the Intermediate School District ("ISD"). To the extent this position is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official, this position is required to meet one of the following: (1) if the individual held a school administrator position before January 4, 2010, then evidence of maintaining continuing education is required; or (2) if the individual was hired as school administrator after January 4, 2010, then either: (a) an Administrator Certificate is required; OR (b) enrollment in an MDE-approved Principal Preparation Program within 6 months of employment (and completion within 3 years) is required. [Public Act 205 section 380.1246].

The Food Service Director must be ServSafe certified or hold a Food Handler's Certificate.

The Lead Paraprofessional must meet one of the following requirements:

- Complete at least two years of study at an institution of higher education (equal to 60 semester hours), **or**
- Obtain an associate's degree (or higher), **or**
- Meet a rigorous standard of quality and demonstrate, through a formal state or local academic assessment:
 - Knowledge of, and the ability to assist in, instructing reading, writing and mathematics; **or**
 - Knowledge of and the ability to assist in, instructing reading readiness, writing readiness and mathematics readiness, as appropriate.
- Any position that is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official is required to meet one of the following: (1) if the individual held a school administrator position before January 4, 2010, then evidence of maintaining continuing education is required; or (2) if the individual was hired as school administrator after January 4, 2010, then either: (a) an Administrator Certificate is required; OR (b) enrollment in an MDE-approved Principal Preparation Program within 6 months of employment (and completion within 3 years) is required. [Public Act 205 section 380.1246].

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds (75 pounds for a Facilities Supervisor).
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

EXECUTIVE DIRECTOR

Reports To: Partner Solutions

Employed By: Partner Solutions

FLSA Status: Exempt

Other Titles: Superintendent, Lead Administrator, School Leader/Principal, Director (in a structure that does not include an Executive Director or Lead Administrator)

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

The Executive Director is responsible for communicating the mission and purpose of the Academy to all stakeholders. The Executive Director establishes positive relationships with the Academy Board, families, staff and students to guide decision making in service of the vision and values the Academy has established in its Contract. The Executive Director will supervise and evaluate Academy leadership and provide opportunities for further development. The Executive Director is responsible for developing and managing a budget for approval by the Academy Board that maximizes services to students and achieves academic growth and Academy excellence. He or she will establish short and long term goals, devise strategies to achieve them and assign staff to oversee progress toward goals. If also acting as the instructional leader, the Executive Director will interpret data and implement instructional strategies that reflect high expectations for students and staff. In addition, the Executive Director is responsible for any and all further duties as assigned. Ultimately, the Executive Director will demonstrate innovative ways of responding to challenges that reflect a dedication and belief that all children can succeed.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. The Executive Director will be responsible for the supervision of all assigned employees and ultimately the effectiveness of the Academy. Supervisory responsibilities include selecting staff, leading the staff evaluation process and developing and being faithful to procedures and plans that result in 100% compliance and positive stakeholder perception.

Planning & Implementation

An effective employee in this position will act as the Academy leader by planning, evaluating and recommending goals and objectives for all assigned staff. In addition, the Executive Director must provide leadership in curriculum, instruction, administration, school improvement and

professional development. An employee in this position is responsible for overseeing the development of all programs within the Academy and guarantees they are carried out with fidelity.

Knowledge & Expertise

Qualified employees in this position will possess and continuously build knowledge of all aspects of school reform and improvement. The Executive Director will actively seek to increase and apply their knowledge of curriculum development, training design, metrics for evaluation, analysis of student achievement data and research on effective pedagogy. The Executive Director must be able to provide classroom observation and feedback regarding the execution of the curriculum. An employee in this position must be comfortable working with all business related documents, including budget, compliance, student records and any other supplemental documents.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations. An employee in this position will evidence this quality through mission-driven, research-based decision making.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the code of conduct as outlined in the Employee Handbook.

Education & Experience

To the extent this position is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official, this position is required to meet one of the following: (1) if the individual held a school administrator position before January 4, 2010, then evidence of maintaining continuing education is required; or (2) if the individual was hired as a school administrator after January 4, 2010, then either: (a) an Administrator Certificate is required; OR (b) enrollment in a Michigan Department of Education ("MDE")-approved Principal Preparation Program within 6 months of employment (and completion within 3 years) is required. [Public Act 205 section 380.1246].

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.

- Withstand all demands presented by outside weather conditions at any time of the year.
 - Withstand a moderate noise level.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into as of July 1, 2019, by and among **CS PARTNERS, LLC**, a Michigan limited liability company ("CS Partners"), **CSP MANAGEMENT INC.**, a Michigan corporation d/b/a "**PARTNER SOLUTIONS FOR SCHOOLS**" ("CSP Management" and together with CS Partners, collectively "CSP"), and **MT. CLEMENS MONTESSORI ACADEMY**, a Michigan public school academy (the "Academy") formed under Part 6(A) of the Revised School Code (the "Code"), as amended.

CS Partners and CSP Management are jointly responsible for providing the Services under this Agreement.

The Academy has been issued a contract (the "Contract") by the **BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS** (the "Authorizer") to organize and operate a public school academy. The Authorizer is the statutory authorizing body. The Code and the Contract permit a public school academy to contract with persons and entities for the operation and management of the public school academy.

The Academy and CSP desire to create an educational partnership whereby the Academy and CSP will work together to develop and bring about systems of educational excellence and services to the Academy based upon CSP's vision of school design, CSP's management principles, the Educational Program (defined below), and the educational goals and curriculum adopted by the Board of Directors of the Academy (the "Board").

THEREFORE, the parties hereby agree as follows:

ARTICLE I

Relationship of the Parties and Other Matters

Section 1. Authority. The Academy represents that (a) it is authorized by law to contract with a private entity for the provision of management and operational services to the Academy, (b) it has been issued the Contract from the Authorizer to organize and operate a public school academy, (c) it is authorized by the Authorizer to supervise and control the Academy, and (d) it is vested with all powers necessary or desirable for carrying out the Educational Program (defined below) contemplated in this Agreement.

To the extent permitted by law, the Academy hereby authorizes and grants to CSP the necessary authority and power to perform under this Agreement. No provision of this Agreement shall interfere with the Board's statutory, contractual, and fiduciary responsibilities, nor shall any provisions of this Agreement be construed so as to prohibit the Academy 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.

Section 2. Services; Educational Program. The parties agree that CSP, to the extent permitted by and in conformity with the Contract and applicable laws, shall provide all labor, materials, and supervision necessary for the provision of the management and operational

Services to the Academy contemplated by this Agreement as specifically set forth on the attached Exhibit A (the "Services").

CSP shall provide Services to the Academy so the Academy can carry out the educational goals, educational programs, curriculum, method of pupil assessment, admissions, policy and criteria, school calendar and school day schedule, and age and grade range of pupils to be enrolled, educational goals and methods to be used to monitor compliance with performance of targeted educational outcomes, as previously adopted by the Board and as included in the Contract (collectively, the "Educational Program").

Section 3. Compliance with Academy's Contract. CSP 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 Bay Mills Community College Board of Regents. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.

Section 4. Relationship of the Parties. CSP is not a division or any part of the Academy. The Academy is a corporate and governmental entity authorized under the Code. The Academy is not a division or any part of CSP. The relationship between the parties hereto was developed and entered into through arms-length negotiation and is based solely on the terms of this Agreement.

Section 5. CSP as Independent Contractor; Agency. The parties to this Agreement intend that the relationship of CSP to the Academy is that of an independent contractor, and not an employee of the Academy. No agent or employee of CSP shall be determined to be an agent or employee of the Academy, except as expressly appointed, in writing, by the Academy. Notwithstanding the foregoing, CSP and its employees are hereby irrevocably designated as "School Officials" having legitimate educational interest such that they are entitled to access educational records under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g, and its implementing regulations during the Term of this Agreement (defined below). CSP shall promulgate and recommend to the Board policies and administrative guidelines sufficient to implement this Section.

During the Term of this Agreement, the Academy may disclose confidential data and information to CSP, and its respective officers, directors, employees and designated agents to the extent permitted by applicable law, including without limitation, the Family Educational Rights and Privacy Act ("FERPA"), 20 USC §1232g, 34 CFR 99; 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 American 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; Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL §445.84.

CSP will be solely responsible for its acts, the acts of its agents, employees, and those subcontractors who are contracted through CSP. If CSP receives information that is part of a pupil's education records from any source as permitted under the Code, CSP shall not sell or otherwise provide the information to any other person except as provided under MCL 380.1136.

Section 6. No Related Parties or Common Control. The parties hereby agree that none of the voting power of the governing body of the Academy or the Board will be vested in CSP or its directors, members, managers, officers, shareholders, or employees. Further, the Academy and CSP are not, and shall not become: (a) members of the same controlled group, as that term is defined in the Internal Revenue Code of 1986, as amended (the "IRS Code"); or (b) related persons, as that term is defined in the IRS Code.

Section 7. Personnel Responsibility. CSP has the ultimate authority to select, discipline and transfer personnel, consistent with applicable laws. The School Leader (defined below) shall be responsible for approving and submitting appropriate hours-worked reports for all hourly employees. Evaluation and compensation systems shall comply with all applicable laws.

Section 8. School Leader. CSP shall identify and appoint a School Leader, with advisory input from the Board, to oversee the management, operation and performance of the Academy, including the Educational Program at the Academy (the "School Leader"). The School Leader will hold all required certifications as required by the Code. The School Leader will be an employee of CSP Management, who may be disciplined and/or terminated by CSP in its sole discretion. The School Leader will serve as the on-site supervisor to Staff. The School Leader, in consultation with CSP, will select and hold accountable all staff in Leadership Team positions. The School Leader shall be responsible for supervising and managing the educational program and instruction of students. CSP will have the authority, consistent with applicable laws, to select and supervise the School Leader and to hold the School Leader accountable for the success of the Academy. CSP shall notify the Board prior to the termination of the School Leader.

If the Board becomes dissatisfied with the performance of the School Leader, it shall state the causes of such dissatisfaction in writing and deliver it to CSP. CSP shall have a reasonable period of time to remedy the dissatisfaction; however, if it cannot remedy the dissatisfaction, CSP shall remove and replace the School Leader at the Academy as soon as practicable. Additionally, it is agreed that any dissatisfaction of the Board shall be reasonable in nature and related specifically to the duties and responsibilities of the School Leader at the Academy.

Section 9. Teachers and Staff. CSP will provide administrative support to the School Leader to obtain resumes and credential information for the School Leader to staff the Academy. CSP will empower the School Leader with the authority to select and hold accountable the teachers and support staff for the operation of the Academy. After qualified staff are selected by the School Leader, CSP will onboard and provide additional administrative support to the School Leader. Teachers employed by CSP are not eligible for purposes of continuing tenure under MCL §38.71 et seq.

Section 10. Criminal Background Checks. CSP agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Agreement except as permitted under Sections 1230, 1230a, 1230b and related provisions of the Code pertaining to criminal background and criminal conduct checks. The Academy shall require that the results of the criminal background check are received, reviewed, and used (subject to a verification process) by the Academy's Authorized User acting on behalf of the Academy and/or the Board, only as permitted by law to evaluate the qualifications of the individual for his/her assignment.

Section 11. The Board. The Board is the governing body with oversight responsibilities over the Academy. The parties acknowledge that throughout this Agreement the term "Board" and the term "Academy" are sometimes used interchangeably in some sections for the sole purpose of readability based on the nature and subject-matter of the article/section. This Agreement must be approved by the Board and executed by a duly authorized member of the Board (on behalf of the Academy), and by so executing this Agreement the Board acknowledges and accepts all obligations and responsibilities related to the Board as set forth in this Agreement.

Section 12. Availability of Funds. Notwithstanding any other term or provision in this Agreement to the contrary, CSP shall not be, directly or indirectly, liable to any third party for any cost or expense incurred by the Academy, and CSP shall only be required to perform its responsibilities under this Agreement to the extent that CSP has received such revenues from the Academy pursuant to the terms of this Agreement. CSP shall, however, remain liable to the Academy for any cost it commits the Academy to without the Board's approval in the event such cost is beyond the amount anticipated in the Academy's budget or any amendment thereto.

Section 13. Compliance with Section 503(c); Information Available to the Public. On an annual basis, CSP agrees to provide the Board with the same information that a public school is required to disclose under section 18(2) of the State School Aid Act of 1979 for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in Section 503c of the Code shall have the same meaning in this Agreement.

Section 14. Non-Compete Agreement. CSP agrees that it shall not impose any contractual requirement or contractual obligation on any of its employees assigned to the Academy to enter into a non-compete provision or agreement.

Section 15. Lease and Loans. If the Academy and CSP enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationship, then such agreements must be separately documented and separately approved. In addition, all such agreements must comply with the Charter Contract and applicable law, as well as any applicable Authorizer policies.

ARTICLE II

Term

Section 1. Term. This Agreement shall be effective for the duration of the Academy's current authorizing Contract with the Authorizer, subject to earlier termination under Article VI. The Term will be for an eight (8) year period beginning July 1, 2019 and ending June 30, 2027 (the "Term"). The maximum term of this Agreement shall not exceed the term of the Academy's Contract.

ARTICLE III

Obligations of the Academy

Section 1. Good Faith Obligation. The Academy Board shall exercise good faith in considering CSP's recommendations relative to the Educational Program and/or the Service; however, the Academy Board is not required or obligated to follow or implement such recommendations from CSP.

Section 2. Academy Funds. The Board shall determine the depository of all funds received by the Academy including, but not limited to, the State School Aid Grants (referenced in Article IV) and any Additional Revenue (as defined in Exhibit A). All funds received by the Academy shall be deposited in the Academy's depository account. Signatories on the Academy Board accounts shall solely be members of the Board or properly designated Academy Board employees. All interest or investment earnings on Academy accounts shall accrue to the Academy.

ARTICLE IV

Compensation and Reimbursement of Costs

Section 1. Compensation for Services. During the Term of this Agreement, the Board shall pay CSP an annual fee equal to eight percent (8%) of the total Aid received from the State of Michigan for the Academy's fiscal years 2019-2020; 2020-2021; 2021-2022; 2022-2023; 2023-2024, and nine percent (9%) of the total Aid received from the State of Michigan for the Academy's fiscal years, 2024-2025; 2025-2026 and 2026-2027, pursuant to the State School Aid Act of 1979, as amended or \$80,000, whichever is higher. At no time shall the annual fee be less than \$80,000.

The Fee may also include eight percent (8%) of any Additional Revenue (as defined in Exhibit A) provided that CSP discloses that the Fee also applies to said Additional Revenue and the Board approves the same in the Academy's annual budget, or any revised budget, prior to the application of such Fee. CS Partners shall then pay CSP Management a fee directly as necessary.

The parties intend that this Agreement meet all of the applicable safe harbor conditions as set forth in Sections 5.02 through Sections 5.07 of the Revenue Procedure 2017-13. In this regard, the Academy and CSP make the following representations:

- (i) (A) CSP's compensation under this Agreement is reasonable compensation for services to be rendered hereunder and is not based, in whole or in part, on a share of net profits and/or a share of the net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property; (B) This Agreement does not pass on to CSP the burden of bearing any share of net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property; (C) The term of this Agreement is not greater than 30 years or 80 percent of the useful life of the Academy's school facilities currently financed with tax-exempt debt (if shorter) including all renewal options; (D) The Academy bears the risk of loss upon the disposition, damage or destruction of the Academy's property; and (E) CSP is not entitled to and will not take any federal tax position that is inconsistent with being a service provider under this Agreement to the Academy.
- (ii) In interpreting this Agreement and in the provision of the services required hereunder, CSP shall not have any role or relationship with the Academy that, in effect, substantially limits the Academy's ability to exercise its rights and obligations under State law. As required by the Academy's Article of Incorporation and Bylaws, 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 CSP that none of the voting power of the governing body of the Academy will be vested in CSP or its directors, members, managers, officers, shareholders and employees, and the Academy and CSP will not be related parties as defined in Treas. Reg. 1.150-1(b).

Section 2. Reimbursement of Costs. In addition to the Fee, the Academy shall reimburse CSP for all costs reasonably incurred and paid by CSP in providing the Services specifically related to the Academy. Such costs include, but are not limited to, all employment costs of CSP employees assigned to the Academy, other expenses for equipment, software, supplies, food service, transportation, special education, psychological services, and medical services.

CSP Management will invoice the Academy for reimbursement of all employment costs of CSP employees assigned to the Academy ("Payroll Costs"). Payroll Costs include salary, benefits, and other costs attributable to personnel employed by CSP Management and assigned by CSP Management to perform Services at the Academy under this Agreement, including but not limited to gross wages, FICA, Medicare, FUTA, SUTA, Workers' Compensation Insurance, Professional Liability Insurance, employer portions of health, dental, vision and life insurance, and 401K employer contributions (if applicable).

CSP Management shall be advanced funds for Payroll Costs no later than the third business day preceding each payroll date for CSP Management's employees performing services at the Academy. Said funds shall be deposited by the Academy into a payroll account designated by CSP Management.

Section 3. Payment of Costs. . If the Payroll Cost funding is not received in full 3 business days prior to the payroll date, payroll will not be processed until full payment is received from the Academy, unless prior arrangements have been made in writing between the Academy and CSP Management. If the Payroll Costs have not been funded by the Academy, CSP Management employees and the Board will be notified that payroll will only be processed as soon as Academy funds have been received. If Payroll Costs have not been funded by the Academy by the payroll date, CSP Management may send lay-off notices to CSP Management employees. At that time, CSP Management will also provide the Academy an invoice for all accrued CSP Management's staff wages (earned but not yet paid) for employees and staff assigned to the Academy for payment. For purposes of this Agreement the ("payroll date") shall be that date or dates established annually by CSP Management.

CS Partners will invoice the Academy for reimbursement of all other costs with a detailed receipt of material or services provided. The Academy shall only reimburse for costs included in an annual operating budget approved by the Board or as amended during the academic year. In paying such costs on behalf of the Academy, CSP shall not charge an added fee (or mark-up). 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 CSP. No corporate costs of CSP shall be charged to, or reimbursed by, the Academy.

If desired, the Board may advance funds to CSP for costs reimbursable under the Agreement before such costs are incurred (rather than reimburse CSP after the expense is incurred).

CSP shall provide to the Academy or the Board proper documentation and accounting of any advanced funds or reimbursement, and such accounting shall be periodically ratified by the Board.

All items acquired with Academy funds including, but not limited to, instructional materials, equipment, supplies, furniture, computers, and other technology, shall be owned by and remain the property of the Academy.

Section 4. Other Institutions. The Academy acknowledges that CSP may enter into agreements similar to this Agreement with other public or private educational schools or institutions (the "Institutions"). CSP shall maintain separate accounts for reimbursable expenses incurred on behalf of the Academy and for reimbursable expenses incurred on behalf of the Institutions. CSP shall only charge the Academy for expenses incurred on behalf of the Academy.

If CSP incurs reimbursable expenses on behalf of the Academy and the Institutions which are incapable of precise allocation between the Academy and the Institutions, then CSP shall allocate such expenses among the Institutions and the Academy, on a pro-rata basis, based on the number of students enrolled at the Academy and the Institutions, or the number of staff assigned to the Academy and the Institutions or upon such other equitable basis as agreed by the parties.

Section 5. Review of Budget. CSP shall propose an annual budget for the Academy to the Academy's Chief Administrative Officer ("CAO") and the Board. The Board shall review, revise, and timely approve the annual budget. The Academy's CAO shall not be an employee of CSP but shall be a member of the Academy Board.

Section 6. Procurement Policies. The Board hereby retains the obligation, as provided in the Code, to adopt written policies governing the procurement of supplies, materials, and equipment for the Academy. Unless otherwise prohibited by law, CSP shall directly procure all supplies, materials, and equipment provided that CSP complies with the Code including, but not limited to, Sections 1267 and 1274 as if the Academy were making these purchases directly from a third party supplier and the Board's written policies promulgated thereunder related to such items. CSP shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.

ARTICLE V

Proprietary Information

Section 1. Academy's Rights to Curriculum and Educational Materials. The Academy shall own, without restriction, all proprietary rights to curriculum and educational materials that: (a) are or were directly developed by the Academy and paid for with Academy funds; or (b) are or were developed by CSP at the direction of the Board using Academy funds.

Section 2. CSP's Rights to Curriculum and Educational Materials. CSP shall own, without restriction, all curriculum, and educational materials, and all other proprietary information owned or developed by CSP, except as set forth in this Article.

Section 3. Non-Disclosure of Proprietary Information; Remedy for Breach. Except as specifically required by the Code or the Michigan Freedom of Information Act, the proprietary information and materials of CSP shall be held in strict confidence by the Academy. CSP's educational materials and teaching techniques used by the Academy are subject to disclosure under the Revised School Code and the Freedom of Information Act.

During the Term of this Agreement, and continuing for three (3) years thereafter, both parties hereby agree that they will not use or disclose to anyone, directly or indirectly, for any purpose whatsoever, any such proprietary information without the prior written consent of the other party.

If a party uses or discloses such proprietary information in violation of this Section 3, the disclosing party shall (a) be liable to the other party for all damages, including, but not limited to, lost profits resulting from the breach, and (b) be obligated to reimburse the non-disclosing party for its legal costs and reasonable attorney fees related to the enforcement of this Section 3.

ARTICLE VI Termination

Section 1. Termination by CSP. CSP may terminate this Agreement prior to the end of the Term in the event the Board fails to remedy a material breach within the required time frames below or it is determined that CSP is required to pay into the Michigan Public School Employees Retirement System ("MPSERS"). A material breach includes, but is not limited to, CSP's failure to receive, for any reason, compensation or reimbursement as required by the terms of this Agreement. CSP may also immediately terminate this Agreement with no additional liability or responsibility upon the occurrence of the following:

- a. The Academy files for bankruptcy or becomes insolvent;
- b. The facility where employees are working is closed permanently;
- c. The Academy requests a reduction in workforce greater than ten percent (10%);
- d. The Academy or its successors and assigns discontinue operations;
- e. The Academy is a financially distressed business as set forth in the Worker Assistance and Retraining Notification Act; or
- f. The Academy is being shut down or closed by the State of Michigan or the Authorizer.

The Academy has until the Payroll Date to fund payroll or to reach an agreement with CSP on the payment of those funds.

CSP may also terminate this Agreement if the Academy makes personnel decisions inconsistent with the recommendations of CSP and/or there is a substantial and unforeseen increase in the cost of administering services of this Agreement. The Academy has thirty (30) days after notice from CSP to remedy this type of breach.

Termination prior to the end of the Term shall not relieve the Academy of any financial or other obligations to CSP outstanding as of the date of termination. Failure by CSP to (a) declare a breach; (b) place the Academy on notice thereof, or (c) fail to exercise or exert any remedy available to CSP under this Agreement or applicable laws, shall not be deemed a waiver of CSP's rights and remedies whatsoever.

Notwithstanding the foregoing, CSP may terminate this Agreement without cause and without penalty to be effective upon completion of an academic year provided that CSP delivers written notice of intention to terminate to the Academy at least ninety (90) days prior to the end of the then-current academic year.

Section 2. Termination by Academy. The Academy may terminate this Agreement prior to the end of the Term in the event that CSP fails to remedy a material breach within the required time frames below. A material breach includes, but is not limited to: (a) material failure by CSP to reasonably account for its expenditures; (b) material failure by CSP to pay Academy operating expenses as required under this Agreement (provided funds are available); (c) a determination has been made by some governmental entity or administrative agency or court of law that CSP is required to participate in MPSERS; and/or (d) any action or inaction by CSP that places the Contract in jeopardy of revocation, suspension or termination, as evidenced by written

notification from the Authorizer and is not cured within 60 days of that notice.

CSP has ten (10) days after notice from the Academy to remedy a breach that involves the non-payment of funds for all "compensation" required for payroll (provided that CSP has received such funds from the Academy to do so) or to reach an agreement with the Academy on the payment of those funds. CSP has thirty (30) days after written notice from the Academy to remedy all other breaches. Upon expiration of this Agreement, or termination for any reason, all amounts due to CSP shall immediately become due and payable by the Academy, unless otherwise agreed in writing by CSP.

Notwithstanding the foregoing, the Academy may terminate this Agreement without cause and without penalty to be effective upon completion of the academic year provided that the Academy delivers written notice of intent to terminate to CSP at least ninety (90) days prior to the end of the then-current academic year.

Section 3. Agreement Coterminous With Academy's Contract; Revocation or Termination of Contract. If the Academy's Contract issued by Bay Mills Community College Board of Regents 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.

Section 4. Amendment Caused By Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and CSP shall have no recourse against the Academy or the College Board for implementing such site closure or reconstitution.

Section 5. Change in Law. If any federal, State or local law or regulation, or court or administrative decision, or attorney general's opinion (collectively referred to in this Agreement as the "applicable laws") has a substantial and material adverse impact (as reasonably determined by the party suffering the impact) on the ability of the impacted party to carry out its obligations under this Agreement, then the impacted party, upon written notice, may request a renegotiation of this Agreement. If the parties are unable or unwilling to successfully renegotiate the terms of this Agreement within ninety (90) days after the notice, and after making good faith efforts which shall include, but not be limited to, the use of a third party arbitrator and/or alternative dispute resolution process, the impacted party may terminate this Agreement as of the end of the then-current academic year.

Section 6. Transition. In the event of any termination prior to the end of the Term of this Agreement, CSP shall provide the Academy reasonable assistance for up to ninety (90) days to assist in the orderly transition to another service provider or to a self-managed school.

Notwithstanding the foregoing, CSP shall not be obligated to provide such reasonable assistance if the reason for the termination was the documented willful misconduct of the Academy which resulted in financial damages to CSP exceeding \$10,000, as reasonably determined by CSP.

Section 7. Personal Property upon Termination or Expiration. Upon any termination or the expiration of this Agreement, the Academy may elect (a) to purchase any personal property which has been purchased or leased from a third party solely with CSP funds, provided such purchase or lease is permitted under the purchase or lease documents relating thereto, at the fair market, depreciated value of such personal property or (b) to return same to CSP. All personal property purchased or leased by CSP using Academy funds is and shall remain the personal property of the Academy.

Section 8. Obligations Upon Termination or Expiration. Upon any termination or the expiration of this Agreement, the parties shall remain obligated for all financial or other obligations due at the time of the termination or expiration.

After any termination or the expiration of this Agreement, and once all such obligations referenced above are satisfied, the parties shall have no further obligations to each other under this Agreement whatsoever except for the continuing obligations under (a) Article V (confidentiality and non-use/non-disclosure of proprietary information) and (b) Article VII (indemnification).

ARTICLE VII

Indemnification and Cooperation

Section 1. Indemnification of CSP. To the extent permitted by law, the Academy shall indemnify, save, and hold harmless CSP and all of its employees, officers, directors, subcontractors, agents and representatives against any and all lawsuits, claims, demands, and causes of action or other forms of liability that may arise out of, or by reason of 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 misrepresentations or breach of this Agreement. CSP agrees that for any claim for indemnification made by CSP, to the extent that the interests of the Academy and CSP are aligned, the parties agree to coordinate a defense to minimize the costs of such defense. To the extent the Academy shall be responsible for indemnification of CSP, the Academy shall have the right to select the attorneys of its choice and to make all decisions and in every respect control the manner in which the Academy and CSP are defended. In addition, to the extent permitted by law, the Academy shall indemnify, save, hold harmless, and reimburse CSP for any suit and all legal expenses and costs associated with the defense of any such claim, demand or suit.

Notwithstanding the foregoing, this Agreement does not, and is not intended to impair, divest, delegate or contravene any constitutional, statutory, and/or legal right, privilege, power, obligation duty or immunity of the Academy and shall not be construed to waive the defense of governmental immunity held by the Academy.

If desired, all or part of the indemnification obligations set forth in this Section may be met by the purchase of insurance by the Academy. The indemnification in this Section shall also specifically apply, without limitation, to any current claims or litigation at the time this Agreement is executed, as well as any future or additional claims or litigation regarding any prior activities of the Academy.

Section 2. Indemnification of the Academy. CSP shall indemnify, save, and hold harmless the Academy and its Board of Directors, and all of its/their respective board members past, present and future, employees, officers, directors, subcontractors, agents and representatives against any and all lawsuits, claims, demands, and causes of action or other forms of liability that may arise out of, or by reason of any noncompliance by CSP with any agreements, covenants, warranties, or undertakings of CSP contained in or made pursuant to this Agreement, and any misrepresentation or breach of this Agreement. The Academy agrees that for any claim for indemnification made by the Academy, to the extent the interests of CSP and the Academy are aligned, the Parties agree to coordinate a defense to minimize the costs of such defense. To the extent CSP shall be responsible for indemnification of the Academy, CSP shall have the right to select the attorneys of its choice and to make all decisions and in every respect control the manner in which CSP and the Academy are defended. Notwithstanding the foregoing, in no event shall CSP indemnify the Academy for the attorney fees accrued by the Board in the regular course of business, unrelated to the claim, cause of action or the like for which CSP is responsible for indemnification of the Academy and/or the Academy Board of Directors, and all of its/their respective board members, past, present and future, employees, officers, directors, subcontractors, agents and representatives.

To the extent the parties are coordinating a defense, the parties shall utilize shared counsel, unless there is a conflict of interest between any of the parties to the lawsuit, claim, demand, causes of action or the like, which shall be paid for by CSP and no reimbursement of any costs or fees shall be necessary. CSP may reimburse the Academy for pre-approved legal expenses and costs associated with the defense of any such claim, demand, or suit which are not otherwise covered by the shared defense, including, but not limited to, all costs for actual attorneys' fees, actual experts' fees, and similarly related expenses immediately upon request so that the Academy and/or the Board of Directors, board members, all of their respective employees, officers, directors, subcontractors, agents and representatives are not required to pay such expenses out of their own funds.

If desired, all or part of the indemnification obligations set forth in this Section may be met by the purchase of insurance by CSP. The indemnification in this Section shall also specifically apply, without limitation, to any current claims or litigation at the time this Agreement is executed, as well as any future or additional claims or litigation regarding any prior activities of CSP.

Section 3. Indemnification for Negligence. CSP shall indemnify and hold harmless the Academy, its boards of directors, members, officers, employees, agents, and representatives, from any and all claims and liabilities which the Academy may incur and which arises out of the negligence of CSP, its trustees, board of directors, partners, officers, employees, agents, or representatives.

To the extent permitted by law, the Academy shall indemnify and hold harmless CSP, its trustees, board of directors, partners, officers, employees, agents and representatives from any and all claims and liabilities which CSP may incur and which arises out of the gross negligence of the Academy, its board of directors, members, officers, employees, agents or representatives.

Section 4. Immunities and Limitations. The Academy may assert all immunities and statutory limitations of liability in connection with any claims arising under this Agreement.

Section 5. Responsibility of Academy. The Academy will be solely and entirely responsible for its acts and omissions and for the acts and omissions of the Academy's agents and employees (if any) in connection with the performance of the Academy's responsibilities under this Agreement; provided, however, that nothing in this Agreement is intended, nor will be construed, as a waiver of the governmental immunity provided to the Academy and its incorporators, board members, officers, employees, and volunteers under Section 7 of Act 170, Public Acts of Michigan, 1964, as amended, MCL 691.1407. If CSP is made a party to any litigation involving claims arising out of or relating in any way to any alleged acts and/or omissions of the Academy or its directors, agents, or employees, the Academy will provide any reasonable assistance requested by CSP in the defense against such claims as long as such assistance does not adversely affect the Academy's ability to defend against such claims.

Section 6. Mutual Duty to Cooperate. The parties acknowledge that each party has a duty and obligation to cooperate with the other party, and further that such duty to cooperate is a material part of this Agreement. The purpose of the duty to cooperate is to enable each party to perform its obligations as efficiently as possible. The duty to cooperate shall include all areas of the business of the Academy and the Services. The duty to cooperate also includes reasonable assistance in the event of litigation or a dispute involving a party related to the Academy or the Services provided, such as provision of testimony, records and/or documents reasonably related to the litigation or dispute (which are not otherwise protected from disclosure).

Section 7. Indemnification of Authorizer. The parties acknowledge and agree that Bay Mills Community College, its Board of Regents, and its members, officers, employees, agents or representatives (collectively "Authorizer") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, CSP hereby promises to indemnify, defend and hold harmless the Authorizer from and against all claims, demands, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees) of settlement and prosecution imposed upon or incurred by the Authorizer, and not caused by the sole negligence of the Authorizer, which arise out of or are in any manner connected with the Authorizer Board's approval of the Academy's application, the Authorizer Board's consideration of or issuance of a Contract, CSP preparation for and operation of the Academy, or which are incurred as a result of the reliance by the Authorizer upon information supplied by CSP, or which arise out of CSP's failure to comply with the Contract or Applicable Law. The parties expressly acknowledge and agree that the Authorizer may commence legal action against CSP to enforce its rights as set forth in this Agreement. The Authorizer agrees that for any claim for indemnification made by

the Authorizer, to the extent the interests of CSP and the Authorizer are aligned, the parties agree to coordinate a defense to minimize the cost of such defense. To the extent CSP shall be responsible for indemnification of the Authorizer, CSP shall have the right to select the attorneys of its choice and to make all decisions and in every respect control the manner in which CSP and the Authorizer are defended.

ARTICLE VIII

Insurance

Section 1. Academy Insurance. The Academy will secure and maintain general liability and umbrella insurance coverage. This coverage will include the building and related capital facilities if they are the property of the Academy. The Academy will maintain such insurance in an amount and on such terms as required by the provisions of the Contract, including the indemnification of CSP required by this Agreement, and naming CSP as an additional insured. The Academy will, upon request, present evidence to CSP that it maintains the requisite insurance in compliance with the provisions of this section. CSP will comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable. Nothing in this Agreement is intended, nor shall be construed, as a waiver or relinquishment of any immunity from action or liability enjoyed by the Academy under controlling law.

Section 2. CSP Insurance. CSP will secure and maintain general liability and umbrella insurance coverage, with the Academy listed as an additional insured. CSP will maintain such policies of insurance as are required by the Contract, including the indemnification of the Academy as required by this Agreement. In the event that Authorizer requests any change in coverage, CSP agrees to comply with any change in the type or amount of coverage as requested, within thirty (30) days after notice of the insurance coverage change. CSP will, upon request, present evidence to the Academy and Authorizer that it maintains the requisite insurance in compliance with the provisions of this section. The Academy will comply with any information or reporting requirements applicable to CSP under CSP's policy with its insurer(s), to the extent practicable.

Section 3. Evidence and Notices. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance as required in this Article VIII. The policies of insurance of each party shall also provide that the other party receive from the insurer(s) a minimum thirty (30) day written notice of any termination of said policies.

Section 4. Workers' Compensation Coverage. Additionally, each party shall maintain workers' compensation insurance, as required by State law, covering their respective employees, if any.

ARTICLE IX

Warranties and Representations

Section 1. Warranties and Representations of the Academy. The Academy represents to CSP that (a) it has the authority under law to execute, deliver, and perform this Agreement and to

incur the obligations provided for under this Agreement, (b) its actions have been duly and validly authorized, and (c) it will adopt the necessary resolutions.

Section 2. Warranties and Representations of CS Partners. CS Partners represents and warrants to the Academy that (a) it is a Michigan limited liability company in good standing duly authorized to conduct business in the State of Michigan, (b) it has the authority under applicable laws to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, (c) its actions have been duly and validly authorized, and (d) it will adopt any and all resolutions required for execution of this Agreement.

Section 3. Warranties and Representations of CSP Management. CSP Management represents and warrants to the Academy that: (a) it is a Michigan corporation in good standing duly authorized to conduct business in the State of Michigan; (b) it has the authority under applicable laws to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement; (c) its actions have been duly and validly authorized; and (d) it will adopt any and all resolutions required for execution of this Agreement.

Section 4. Mutual Representations and Warranties. Each party represents and warrants to the other party that except as disclosed in writing to the other party, to its knowledge, there are no pending actions, claims, suits, or proceedings, whether threatened or reasonably anticipated, against or affecting it, which if adversely determined would have a material adverse effect (as might be reasonably determined by the non-affected party if disclosed) on its ability to perform its obligations under this Agreement.

ARTICLE X

Alternative Dispute Resolution

Section 1. Mediation. Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement shall first be communicated in writing to the other party and mutually discussed between the parties with an opportunity to cure. If no resolution can be ascertained through that mutual discussion, then the matter will be submitted to mediation for resolution in Macomb County. Both parties must mutually agree upon the mediator selected and shall participate in all meetings in good faith. The mediation shall be conducted in accordance with the rules of the American Arbitration Association seated in Macomb County, Michigan, with such variations as the parties and arbitrators unanimously accept. The final decision shall be a cause decision (written explanation). The Authorizer shall be notified of said decision, and upon the Authorizer's request, the cause opinion shall be made available. The parties will share equally in the costs of the mediation including forum fees, expenses, and charges of the mediator.

Section 2. Arbitration. If the mediation does not result in a mutually satisfactory compromise, then the matter shall be resolved by arbitration, and such procedure shall be the sole and exclusive remedy for such matters. Unless the parties agree upon a single arbitrator, the arbitration panel shall consist of three (3) persons. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association seated in Macomb County,

Michigan, with such variations as the parties and arbitrators unanimously accept. The arbitrators' award shall be final and binding. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction, by any party, without the consent of the other party. The losing party shall pay the cost of arbitration, not including attorney fees. It shall be within the discretion and purview of the arbitrator or arbitration panel to award reasonable attorney fees to the prevailing party. The prevailing party shall be defined as the party who prevails in total.

A cause opinion (written explanation) shall be required as to the final decision. The Authorizer shall be notified of said decision, and upon the Authorizer's request, the cause opinion shall be made available.

ARTICLE XI

Miscellaneous

Section 1. Entire Agreement. This Agreement supersedes and replaces any and all prior written or oral agreements and understandings between the Academy and CSP regarding the subject matter hereof. This Agreement, including Exhibit A, constitutes the entire agreement of the parties.

Section 2. Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, accident, labor strike, flood, terrorism, or other acts beyond its reasonable control.

Section 3. Governing Law. This Agreement and the rights of the parties hereto shall be interpreted according to the laws of the State of Michigan (the "State").

Section 4. Official Notices. All notices or other communications required by the terms of this Agreement shall be in writing and sent to the parties at the addresses set forth below. Notice may be given by certified or registered mail, postage prepaid, return receipt requested, traceable carrier or personal delivery. Notices shall be deemed to have been given on the date of personal delivery, or, if given by mail, the postmark date. Unless amended or updated in writing, the addresses of the parties hereto for the purposes of this Agreement shall be:

The Academy:	Board President Mt. Clemens Montessori Academy 1070 Hampton Mt. Clemens, MI 48043
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with a copy to:	Dana L. Abrahams Clark Hill PLC 151 S. Old Woodward Suite 200 Birmingham, MI 4800
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CSP:

CS Partners, LLC
Partner Solutions for Schools
c/o Maria Dockins
869 S. Old US 23, Suite 500
Brighton, Michigan 48114

Section 5. Assignment. This Agreement shall not be assigned (a) by CSP, without prior consent of the Board, in writing, which consent shall not be unreasonably withheld; or (b) by the Academy, without the prior consent of CSP, in writing, which consent shall not be unreasonably withheld. CSP may, without the consent of the Board, delegate the performance of but not responsibility for any duties and obligations of CSP hereunder to any independent contractor, expert or professional advisor. However, this Agreement shall not be assignable without prior notification to the Authorizer and any assignment must be done in a manner consistent with the Authorizer's Educational Service Provider Policies.

Section 6. Amendment; Effect of Headings. This Agreement may only be amended in writing, signed by a duly authorized representative of each party and in a manner consistent with the Authorizer's Educational Service Provider Policies.

The underlined headings are included for convenience of the reader, and if the underlined headings are inconsistent with the other text, the underlined text shall be disregarded.

Section 7. Tax Exempt Financing. If at any time the Academy determines that it is in the best interests of the Academy to obtain financing from the Michigan Public Educational Facilities Authority or any other type of financing that is tax-exempt pursuant to the IRS Code, then the parties hereby agree that this Agreement shall be automatically amended for the sole and limited purpose of compliance with IRS Revenue Procedure 97-13, and/or its progeny. Any such automatic amendment shall be as limited as practicable, and the parties shall promptly execute a written agreement reflecting such amendment, but the failure of the parties to do so shall not affect the effectiveness of the automatic amendment referenced above; provided, however, that any such amendment shall be consistent with the Authorizer's Educational Service Provider Policies.

Section 8. Waiver. No waiver of any portion of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated in writing.

Section 9. Severability. The invalidity of any portion or term of this Agreement shall not affect the remaining portions or terms of this Agreement. In the event a portion or a term of this Agreement is deemed invalid, the parties shall cooperatively work together to modify the invalid portion or term as minimally as possible to cure the invalidity, while at all times preserving the spirit and purpose of the applicable portion or term.

Section 10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Section 11. No Third Party Rights. This Agreement is made for the sole benefit of the Academy and CSP. Except as otherwise expressly provided herein, nothing in this Agreement shall create or be deemed to create a relationship between the parties, or either of them individually with any third person, third party beneficiary, fiduciary, or the Authorizer.

Section 12. Survival of Termination. All representations, warranties, indemnities, and non-disclosures/confidentiality obligations made in this Agreement shall survive any termination or expiration of this Agreement without limitation.

Section 13. Delegation of Authority; Compliance with Laws. Nothing in this Agreement shall be construed as delegating to CSP any of the powers or authority of the Board which are not subject to delegation by the Board in accordance with the Contract and all applicable laws. The parties agree to comply with all applicable laws.

Section 14. Governmental Immunity. This Agreement shall not restrict the Academy Board from asserting its governmental immunity or require the Academy Board to assert, waive or not waive its governmental immunity.

Section 15. Execution. The parties may execute this Agreement by facsimile or in counterparts. A facsimile or photographic copy of this Agreement may be relied upon by either party, or any third party, as if it were an original signature copy. If this Agreement is executed in counterparts, the separate counterpart signature pages shall be combined and treated by the parties, or any third party, as if the separate counterpart signature pages were part of one original signature copy.

Section 16. Review by Independent Counsel. The parties agree that each has reviewed, or had the opportunity to review, this Agreement with its own independent legal counsel prior to the execution of this Agreement.

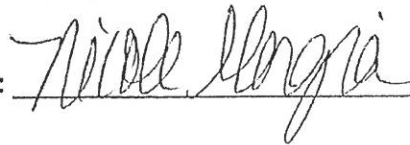
Section 17. Compliance with Section 12.17 of Contract Terms and Conditions. CSP shall make information concerning the operation and management of the Academy, including without limitation, the information described in Schedule 4 of the Contract available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under Section 12.17(a) of the Contract Terms and Conditions.

SIGNATURES ON NEXT PAGE

The undersigned hereby execute this Agreement as of the date set forth first above.

The Academy:

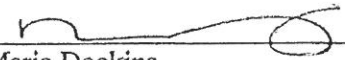
MT. CLEMENS MONTESSORI ACADEMY, a
Michigan public school academy

By: 

Its: Board President


CSP:

CS PARTNERS, LLC, a Michigan
limited liability company

By: 
Maria Dockins

Its: CEO

CSP MANAGEMENT INC., a Michigan
Corporation d/b/a **PARTNER SOLUTIONS FOR
SCHOOLS**, a Michigan corporation

By: 
Maria Dockins

Its: President

Exhibit A
to
SERVICES AGREEMENT

The purpose of this Exhibit A is to set forth and define the Services to be provided by CSP pursuant to the Agreement.

**EDUCATIONAL MANAGEMENT SERVICES
TO BE PROVIDED BY CS PARTNERS, LLC**

A. CSP shall implement the Educational Program (defined in Article I, Section 2 of the Agreement). Modification of the Educational Program as provided in the Contract may only occur with the prior written consent of the Board and, if required, an amendment to the Contract which requires Authorizer approval.

B. K-3 Reading. CSP shall ensure that the Academy's Educational Program complies with Section 1280f of the Code, MCL 380.1280f. CSP shall ensure that all required actions, notices, and filings required by the Academy under Section 1280f, MCL 380.1280f, are timely completed.

C. CSP may perform functions other than Instruction, including but not limited to purchasing, professional development and administrative functions off-site (i.e., not on the Academy property), unless prohibited by applicable laws. Student records, which are the property of the Academy, and books and records of the Academy, shall be maintained by CSP and available at the Academy's site.

D. Although the Board shall be responsible for establishing and implementing recruitment admission policies in accordance with the Educational Program and the Contract, CSP shall enroll students for the Academy in accordance with such policies provided that said policies are in compliance with the Contract and applicable laws.

E. CSP shall provide student due process hearings in compliance with all applicable laws, to an extent consistent with the Academy's own obligations as to students only (and not as to faculty). The Board hereby retains the right to provide due process, as required by law, if desired.

F. CSP shall administer and provide the Educational Program in a manner which shall meet the requirements imposed under the Contract and applicable laws, unless such requirements are waived. The Academy hereby agrees to interpret State and local regulations within the confines of applicable law in order to give CSP flexibility and freedom to implement the Educational Program in CSP's desired manner.

G. In order to supplement and enhance the School Aid payments received from the State of Michigan, and improve the quality of education at the Academy, CSP may assist the Academy's efforts to obtain revenue from other sources (the "Funding Sources"), and in this regard:

1. the Academy and/or CSP with prior approval of the Board may solicit and receive grants and donations in the name of the Academy from various funding sources consistent with the mission of the Academy;
2. the Academy and/or CSP with prior Board approval may apply for and receive grant money in the name of the Academy from various funding sources;
3. to the extent permitted under the Code and Contract, and with the approval of the Board, CSP or the Academy may charge fees to students for extra services, such as summer and after-school programs, athletics, etc., and charge non-Academy students who participate in such programs; and
4. all funds received by the Academy from such other revenue sources (generally, the "Additional Revenue") shall inure to and be the deemed property of the Academy (however, as provided in the Article IV, Section 1 of the Agreement, the Fee may apply against all such Additional Revenue). For all other revenue sources to be considered "Additional Revenue" subject to the Fee, prior approval by the Board is required.

H. CSP may subcontract any and all aspects of the Services. However, CSP shall not subcontract the management, oversight, or operation of the teaching and instructional aspects of the Services (the "Instruction"), except as specifically permitted in this Agreement, or with prior written approval of the Board.

I. CSP shall not act in a manner which will cause the Academy to be in breach of its Contract with the Authorizer.

J. CSP shall provide reasonably requested or expected information to the Board on a monthly basis, or upon the Board's reasonable request, to enable the Board to monitor CSP's performance under this Agreement.

BUSINESS/FINANCE SERVICES TO BE PROVIDED BY CS PARTNERS, LLC

K. CSP shall be directly accountable to the Board for the administration, operation, and performance of the Academy in accordance with the Contract. CSP's obligation to provide the Services is expressly limited by the budget approved by the Board pursuant to the terms of this Agreement. The Services shall be funded by the Academy budget, and neither CSP nor the Academy shall be permitted to expend Academy funds on the Services in excess of the amount set forth in the Academy Budget.

L. CSP shall implement pupil performance evaluations consistent with the Educational Program, which permit evaluation of the educational progress of each Academy student. CSP shall be responsible for and accountable to the Board for the performance of students who attend the Academy. At a minimum, CSP shall utilize assessment strategies required by the Educational Program. The Academy and CSP will cooperate in good faith to identify other measures of and goals for students and school performance.

M. CSP via the School Leader shall plan and supervise special education services to students who attend the Academy. CSP or the Academy may contract these services if it determines that it is necessary and appropriate for the provision of services to students with special needs, or if instruction cannot be met within the Academy's program. Such services shall be provided in a manner that complies with applicable laws.

N. CSP shall be responsible for all of the management, operation, administration, and education at the Academy which includes, but is not limited to:

1. implementation and administration of the Educational Program and the selection and acquisition of instructional materials, equipment and supplies;
2. management of all personnel functions, including professional development for all instructional personnel and the personnel functions outlined in this Agreement;
3. all aspects of the business administration (as determined and as generally understood in the industry) of the Academy as agreed between CSP and the Board;
4. any function necessary or expedient for the administration of the Academy consistent with the Educational Program, or otherwise approved by the Board.

O. Except as otherwise provided in this Agreement, CSP shall keep all student and financial records relating to the Academy available at the Academy site, and the same shall be available for public inspection upon reasonable request consistent with applicable laws. All student, educational and financial records pertaining to the Academy will remain the property of the Academy and such records are subject to the provisions of the Michigan Freedom of Information Act. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. If CSP receives information that is part of a pupil's education records from any source as permitted under the Code, CSP shall not sell or otherwise provide the information to any other person except as provided under MCL 380.1136. Except as permitted under the Contract and applicable law, CSP shall not restrict the Authorizer's or the public's access to the Academy's records. All records shall be kept in accordance with applicable state and federal requirements.

P. CSP shall make information concerning the operation and management of the Academy, including, but not limited to, information in the Contract, including all exhibits, schedules and the like, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under the Contract. Except as permitted under the Contract and Applicable Law, this Agreement shall not restrict the College Board's, the CSO's or the public's access to the Academy's records.

Q. CSP shall provide the Board with:

1. a projected annual budget prior to July 1st of each school year, related to the Services in accordance with the Contract and the Educational Program which budget shall include a budget reserve amount as determined by the Board;
2. detailed monthly statements (or as requested by the Board) no more than thirty (30) days after month's end. Financial statements will be provided as directed by the Board, on a frequency established by the Academy Board in a form and format acceptable to the Academy Board, to all Academy Board members not less than three (3) working days prior to the Academy Board meeting at which the information will be considered to allow time for all Board members to review the information prior to the meeting. These financial statements shall include: a balance sheet, a statement of revenues, expenditures and changes in fund balance at object level detail with comparison of budget-to-actual and explanations of variances, and a cash flow statement. These statements shall include all revenues received, from whatever source, with respect to the Academy, and detailed budgets with statements of all direct expenditures (with details) for the Services rendered to or on behalf of the Academy, whether incurred on-site or off-site;
3. facilitate the annual audit in compliance with applicable laws showing the manner in which funds are spent at the Academy, however, it is acknowledged that only the Academy shall select and retain independent auditor(s) and the Academy shall contract directly with any auditor of its choice. CSP shall not select, retain, evaluate or replace the independent auditor(s) of the Academy. CSP will cooperate with the production of any and all documents necessary for the audit. All finance and other records of CSP related to the Academy will be made available to the Academy's auditor, Any such audit shall be the property of the Academy; and
4. other information as reasonably requested by the Board to enable the Board to monitor CSP's performance under the Agreement.

**HUMAN RESOURCES SERVICES
TO BE PROVIDED BY
CSP MANAGEMENT INC.**

R. CSP shall work with the School Leader to recommend staffing levels to the Board, and select, evaluate, assign, discipline and transfer personnel, consistent with applicable laws, and consistent with the parameters adopted and included within the Academy's budget and the Educational Program.

S. As set forth in this Agreement, CSP shall identify and appoint a School Leader with advisory input from the Board, and if applicable, CSP shall provide consultation to the School Leader to identify and appoint members of a Leadership Team to administer the Educational

Program at the Academy (the "School Leader"). The School Leader shall be an employee of CSP.

T. CSP shall work with the School Leader to provide the Academy with such teachers, qualified in the applicable grade levels and subjects approved by the Board and consistent with the Contract and applicable law. CSP shall ensure that the curriculum taught by the Academy's teachers is the curriculum set forth in the Contract. Such teachers may also provide instruction at the Academy on a full or part time basis. If assigned to the Academy on a part-time basis, such teachers may also provide instruction at another institution, or other locations approved by CSP. Each teacher assigned to the Academy shall meet and maintain all necessary requirements as established by the Michigan Department of Education, the Authorizer, and State and federal law.

U. CSP shall work with the School Leader to provide the Academy with such support staff, qualified in the areas required. The parties anticipate that such support staff may include clerical staff, administrative assistants, bookkeeping staff, maintenance personnel, and the like. Such support staff may, in the discretion of CSP, provide services at the Academy on a full or part-time basis. If assigned to the Academy on a part-time basis, said support staff may also provide services at another institution, or other locations approved by CSP.

V. Since, except as specified in this Agreement, all teaching, support staff and other non-teaching personnel performing functions on behalf of the Academy, shall be employees of CSP, compensation of all employees of CSP shall be paid by CSP upon receipt of funds from the Academy. For purposes of the Agreement and this Exhibit, "compensation" shall include salary and benefits. Administrator and teacher evaluation and compensation systems shall be implemented and administered by CSP and shall comply with all applicable laws, including Sections 1249, 1249a, 1249b and 1250 of the Revised School Code and any successor statute that is substantially similar to Sections 1249, 1249a, 1249b and 1250. CSP shall pay its portion of social security, unemployment, and any other taxes required by law to be paid on behalf of its employees assigned to the Academy. Unless required by applicable laws, CSP shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees.

W. CSP shall use certificated teachers according to state board rule. CSP may use non-certificated teachers as the law allows. CSP shall use certified administrators and chief business officials pursuant to applicable law, including superintendent, principal, assistant principal, or other person whose primary responsibility is administering instructional programs.

X. CSP Management will complete and sign all necessary 401K regulatory and plan documents for its employee benefits plan as required by law and as fiduciary agent of the plan.

CONTRACT SCHEDULE 6
PHYSICAL PLANT DESCRIPTION

MT. CLEMENS MONTESSORI ACADEMY

Physical Plant

	<u>Page</u>
Physical Plant Description	6-1
Site Plan	6-3
Floor Plan.....	6-4
Occupancy Approval.....	6-5
Land Contract.....	6-6

SCHEDULE 6
PHYSICAL PLANT DESCRIPTION

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

2. The address and a description of the proposed physical plant (the "Proposed Site") of Mt. Clemens Montessori Academy ("Academy") is as follows:

Address: 1070 Hampton
Mt. Clemens, Michigan 48043

Description: The facility is a former one-story public school building comprised of approximately 27,279 square feet, attached to a newly renovated city park within a residential subdivision. It is comprised of fifteen (15) large classrooms, twenty (20) bathrooms, a library, a music room, a reception room, an office, a teacher workroom, a teacher lounge, and a large full-size basketball gymnasium/multipurpose room.

Term of Use: Term of Contract. The Academy purchased the facility on a Land Contract dated April 15, 2019.

Configuration of
Grade Levels: Kindergarten through fifth grade

Name of School
District and
Intermediate School
District: Local: Mt. Clemens Public Schools
ISD: Macomb

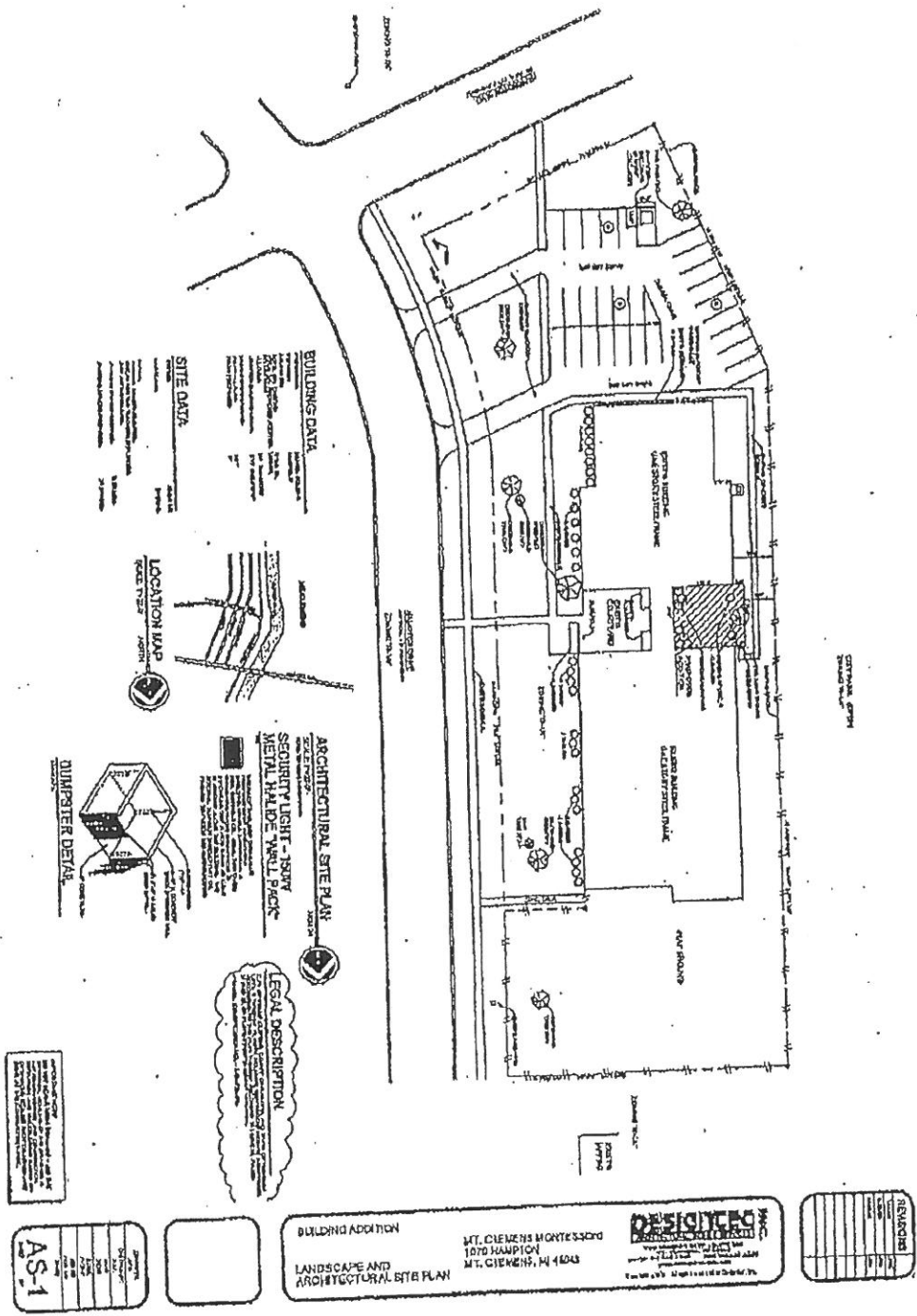
3. It is acknowledged and agreed that the following information about this Proposed Site is provided on the following pages, or must be provided to the satisfaction of the College Board, before the Academy may operate as a public school in this state.

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

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

5. If the Proposed Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the College Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's physical facilities. The Academy must submit to the College Board or its designee complete information about the new site to be actually used. This information includes that described in paragraphs 2, 3 and 4 of this Schedule 6. It is acknowledged and agreed that the public school academy cannot conduct classes as a public school in this state until it has submitted all of the information described above, to the satisfaction of the College, and the amendment regarding the new site has been executed.

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



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. LB019425
Mt. Clemens Montessori Academy
1070 Hampton Street
Mt. Clemens, 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 26, 2004

LAND CONTRACT

THIS LAND CONTRACT (the "Agreement" or "Land Contract") is made this 15th day of April, 2019, ("Effective Date") between **MOUNT CLEMENS MONTESSORI ACADEMY**, a Michigan public school academy, 1070 Hampton Road, Mount Clemens, Michigan 48043 ("Purchaser"), and **SPC HOLDINGS, L.L.C.**, a Michigan limited liability company, whose address is 2030 West Valley Road, Suite 250, Bloomfield Hills, Michigan 48034 ("Seller").

1. **Seller's Duties.** The Seller agrees as follows:

(a) **Description of the Property.** To sell and convey to the Purchaser real property in the City of Mt. Clemens, County of Macomb, State of Michigan, more particularly described as:

See attached **Exhibit A**.
Tax Parcel No: 11-15-479-016
Common Address: 1070 Hampton Road

(the "Property"), together with all tenements, hereditaments, improvements and appurtenances, now on the Property, and subject only to existing building and use restrictions, and easements, of record, affecting the Property. The term "Property" shall include all land and all buildings, improvements and structures thereon, and all easements, licenses, leases, access rights, appurtenances, tenements and hereditaments thereon, together with all petroleum and mineral interests, water rights and other intangibles owned or utilized by or for the benefit of the Seller, if any, in connection therewith.

(b) **Price and Terms.** The Purchaser hereby purchases the Property from the Seller and agrees to pay the Seller therefore the sum of Three Million and 00/100 (\$3,000,000.00) Dollars ("Purchase Price"), in the following manner: Ten Thousand and 00/100 (\$10,000.00) Dollars which was delivered to the Seller as the Purchaser's Earnest Money Deposit in connection with the Purchaser's Offer To Purchase. Simultaneously with the execution of this Land Contract, the Purchaser shall deliver to the Seller an additional amount of Two Hundred Ninety Thousand and 00/100 (\$290,000.00) Dollars, the receipt whereof is hereby acknowledged by the Seller, which sums together constitute a total down payment on this Land Contract of Three Hundred Thousand and 00/100 (\$300,000.00) Dollars (the "Down Payment"). The remaining Two Million Seven Hundred Thousand and 00/100 (\$2,700,000.00) Dollars (the "Principal"), which sum is secured by this Land Contract, together with interest on the outstanding Principal, shall be paid in one hundred and twenty (120) monthly installment payments of Principal and interest commencing April 15, 2019, of not less than Twenty Nine Thousand three Hundred and Two and 10/100 (\$29,302.10) Dollars each and in accordance with the Payment Schedule attached hereto and marked as **Exhibit B**, at the rate of five and one half (5.5%) percent amortized over ten (10) years, said payments to be applied first upon interest and the balance upon principal; provided, however, that the entire Principal and interest shall be fully paid by April 31, 2029 anything herein to the contrary notwithstanding. All payments shall be made at an address directed by the Seller. Said monthly installments do not include prepaid taxes and insurance. Notwithstanding the above, at any time during the Term of this Land Contract the Purchaser shall have the right, but not the obligation, to payoff this Land Contract without any prepayment penalty, if the prepayment occurs after the fifth anniversary of this Land Contract Effective Date. If the prepayment occurs on or before the fifth anniversary of the Land Contract

Effective Date, the prepayment penalty shall equal ten percent (10%) of the principal amount prepaid. However, the Parties agree that the prepayment penalty can be waived by the written approval of Constantine P'sachoulias based on the validity of the improvements, which shall not be unreasonably withheld. Such penalty will also be waived if the Purchaser/Academy makes capital or other improvements to the school for the benefit of the students of Mt. Clemens Montessori Academy (such as but not limited to a school expansion, additional classrooms, parking lot, gymnasium, media center, etc.). In the event of Constantine P'sachoulias's death or incapacitation, any prepayment penalty is waived. Partial prepayments shall be applied to payments due hereunder in the inverse order of their maturity and shall not otherwise affect the amount or due date of any subsequent installment.

(c) **Seller's Duty to Convey.** Upon receiving payment in full of all sums owing herein, to execute and deliver to the Purchaser a good and sufficient Warranty Deed conveying title to the Property, subject to aforesaid restrictions and easements and free from all other encumbrances, except such as may be herein set forth, and except such encumbrances as shall have accrued or attached since the Effective Date hereof through the acts or omissions of persons other than the Seller or its assigns. A fully executed Warranty Deed, in the form attached hereto, shall be placed in escrow with the First American Title Insurance Company, pursuant to the form of Escrow Agreement attached hereto as Exhibit C ("Escrow Agreement") as of the Effective Date of this Land Contract. Escrow fees, if any, charged by the First American Title Insurance Company pursuant to the Escrow Agreement shall be paid one-half (1/2) by the Seller and one-half (1/2) by the Purchaser.

(d) **Title.** The Seller shall deliver to the Purchaser as evidence of title a policy of title insurance, the effective date of the policy to be approximately the Effective Date of this Land Contract, and issued by the First American Title Insurance Company Title Company.

(e) **Possession.** The Purchaser acknowledges it is in possession of the Property on the Effective Date of this Agreement, and is entitled to retain possession so long as there is no default by the Purchaser in carrying out the terms and conditions of this Agreement. The Seller's delivery of possession to the Purchaser is not subject to the rights of any other persons or entities.

2. **Purchaser's Duties.** The Purchaser agrees as follows:

(a) **Purchase of the Property.** To purchase said Property and pay the Seller the sum aforesaid, with the interest thereon as required by Paragraph 1(b) above.

(b) **Use and Occupancy.** To use, maintain and occupy said Property in accordance with any and all applicable laws, ordinances and restrictions thereon.

(c) **Taxes and Insurance.** To pay all taxes and assessments hereafter levied on the Property before any penalty for nonpayment attaches thereto, and submit receipts to the Seller upon request, as evidence of payment thereof. Purchaser shall maintain at all times during the term of this Land Contract the following insurance on the Property: (a) a commercial general liability insurance policy providing coverage for the Property, with policy limits of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate, (b) personal property hazard insurance covering Purchaser's personal property, trade fixtures, and

improvements to their full replacement cost, in an amount of \$500,000.00 and (c) real estate hazard insurance, including fire and casualty, for the buildings located on the Property, in an amount not less than \$3,000,000.00. All insurance policies shall name Seller as an additional insured and shall provide that Seller shall receive thirty (30) days prior written notice of cancellation or modification. Purchaser shall provide Seller with proof of such insurance, upon Seller's request. During the existence of this Land Contract, any proceeds received from a hazard insurance policy covering the Property shall be made payable both to Seller and Purchaser and shall first be used to repair the damage and restore the Property, with the balance of such proceeds, if any, being distributed to Seller and Purchaser, as their interests may appear. Purchaser acknowledges that payments under this Land Contract shall continue to be promptly due and payable to Seller after any loss, regardless of any repair period.

(d) **Acceptance of Title and the Property.** The Purchaser has examined a title insurance commitment dated December 20, 2018 issued by the First American Title Insurance Company covering the Property, and is satisfied with the marketability of the title shown thereby, and has examined the Property and is satisfied with the physical condition of any structures thereon.

(e) **Maintenance of Property.** To keep and maintain the Property and the building thereon in the same condition they are in on the Effective Date, reasonable wear and tear excepted, and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of the Seller's security, without the written consent of the Seller. Notwithstanding the foregoing, after the Effective Date, the Purchaser shall have the right to make improvements, alterations or modifications (collectively hereinafter "Improvements") to the Property as the Purchaser deems necessary; for the sole purpose of accommodating the needs of the school being operated by Purchaser at the Property; provided that, any such Improvements shall be completed by the Purchaser in a good workmanlike manner, in compliance with applicable laws, ordinances, rules, codes and regulations, and such Improvements shall not be deemed waste. In the event Purchaser makes any repairs or alterations to the Property which could result in a lien being placed upon the Property, upon request by Seller to Purchaser, Purchaser shall provide proof of payment for all such repairs or alterations to Seller along with appropriate waivers of lien.

(f) Purchaser shall not discharge or release, or permit the discharge or release, from, at, on or under the Property, of any toxic, hazardous or regulated material or substance, as such terms are or may be defined by any federal, state or local law, ordinance or regulation, including without limitation of the foregoing, any heating oil or other petroleum products.

(g) Purchaser shall not transfer any interest in the Property or encumber all or any portion of the Property by any mortgage, land contract, lien or other encumbrance during the Term of this Land Contract.

(h) Purchaser shall notify Seller within five (5) business days of Purchaser receiving any notice of threatened litigation, administrative action or examination, claim or demand whatsoever relating to the Property or any pending or threatened special assessments or condemnation proceeding or other governmental taking with respect to all or any part of the

Property. In the event that notice of any action, suit or proceeding shall be given after the Closing for the purpose of condemning any part of the Property, Purchaser shall notify Seller in writing within five (5) business days of receipt of such notice (whether Purchaser shall have received such notice orally or in writing) and shall provide Seller with copies of all documentation relating thereto. Seller shall only be entitled to a portion of any condemnation proceeds equal to the amount remaining to be paid by Purchaser to Seller under the Land Contract. All other condemnation proceeds are assigned to and shall belong to Purchaser.

(i) Purchaser shall notify Seller within five (5) business days of Purchaser receiving any notice of any violation or alleged violation of any legal requirement affecting the Property, including without limitation any violation or alleged violation of any local, state or federal environmental, zoning, handicap or fire law, ordinance, code, regulation, rule or order, including, without limitation, variances or special permits affecting the Property or any notice advising Purchaser of any unperformed conditions of any permits or approvals issued by any governmental entity having jurisdiction over the Property necessary for the use and operation of the Property.

(j) Purchaser shall hold Seller harmless from and against any and all damages, costs and expenses (including reasonable attorneys' fees) arising out of the acts of Purchaser and Purchaser's employees, invitees, contractors and agents in their use of the Property on or after the date of this Agreement, except for the acts or omissions of Seller.

(k) Purchaser shall promptly pay all water bills and other utilities servicing the Property.

3. Seller and Purchaser mutually agree as follows:

(a) **No Mortgage by Seller.** The Seller shall not, voluntarily or involuntarily, sell, assign, convey, exchange, mortgage, lien, grant easements, restrictions or rights-of-way, or otherwise encumber this Land Contract or any interest of the Seller in this Land Contract or the Property.

(b) **Nonpayment of Taxes.** If default is made by the Purchaser in the payment of any taxes, assessments or insurance premiums, or in the payment of the sums provided for in Paragraph 1(b), or in the delivery of any policy as hereinbefore provided, the Seller may pay such taxes or premiums or procure such insurance and pay the premium thereon, and any sum or sums so paid shall be payable by the Purchaser to the Seller forthwith with interest at the rate of five percent (5%) per annum.

(c) **Assignment by Purchaser.** This Land Contract shall not be assigned by Purchaser without Seller's prior written consent. Seller may assign its rights under this Land Contract without the consent of Purchaser. This Land Contract shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) **Default and Acceleration** If the Purchaser shall fail to perform this Land Contract or any part thereof, the Seller shall have the right, only after providing the Purchaser with written notice specifying the default and informing Purchaser that if the default continues for a period thirty (30) days or more without being cured by Purchaser, Seller shall be entitled to declare this Land Contract forfeited and void, and retain whatever sums have been paid under this Land Contract and all improvements that have been made upon the Property together with additions and accretions thereto, and to retake possession of the Property by instituting appropriate proceedings following the provision of statutorily required notice to Purchaser. If proceedings are taken to enforce this Land Contract by equitable action, and the event of default has existed for a period of thirty (30) days or more without being cured by Purchaser, at Seller's election, the entire amount owing under this Land Contract shall be due and payable and Seller may proceed to foreclose or forfeiture on this Land Contract or obtain a money judgment against the Purchaser under common law or Michigan law. If Seller invokes any of Seller's remedies to enforce this Land Contract after Purchaser's default, Seller shall be entitled, in addition to the remedies set forth above, to receive from Purchaser, upon demand, payment of or reimbursement for all expenses, including but not limited to, costs, and attorneys' fees incurred by Seller in connection with Seller's enforcement of Seller's rights under this Land Contract.

(e) **Time of the Essence.** Time shall be deemed to be of the essence of this Land Contract.

(f) **Survival of Representations.** Each of the warranties and representations of the Seller contained in the Offer To Purchase between the parties dated November 15, 2018, as may be amended by the parties, are incorporated herein by reference and shall continue in full force and effect for one (1) year after the Effective Date of this Land Contract. In the event the Seller breaches any such warranties and representations Seller shall indemnify, defend and hold the Purchaser harmless from and against any and all claims, injuries, damages, costs, expenses, consulting fees, remediation and cleanup costs, and related costs and expenses, including reasonable attorneys' fees, incurred by the Purchaser as a result of a breach by the Seller of the warranties and representations contained in the Offer To Purchase (collectively, "Indemnified Costs").

(g) **Capacity.** The corporate parties hereto represent themselves to be validly existing corporations in good standing with the lawful power to enter into and carry out their obligations under this Land Contract.

(h) **Notice of Default.** The Purchaser shall not be in default of this Land Contract and the Seller shall not be entitled to any of the foreclosure or forfeiture remedies set forth in this Land Contract unless or until the following have occurred: (i) the Purchaser shall have failed to pay a Land Contract payment of principal or interest, real estate taxes or special assessments, insurance premiums or any other payments required under this Land Contract and such failure remains uncured for a period of fifteen (15) days following written notice by the Seller to the Purchaser, or (b) the Purchaser has failed to perform any other covenant, condition or obligation under the terms of this Land Contract, which failure remains uncured for a period of thirty (30) days following written notice by the Seller to the Purchaser unless the failure is of such a nature that it cannot be cured within such thirty (30) day period, in which event the

Purchaser shall have such additional reasonable time to cure such failure provided the Purchaser commences the cure within such thirty (30) day period and thereafter diligently pursue such cure.

(i) **Notices.** Any written notice required hereunder shall be delivered by overnight courier to the addresses set forth in the heading of this Land Contract. Notices sent by overnight courier shall be deemed received on the next business day.

(j) **Seller Obligations.** The Seller understands that consummation of the sale or transfer of the Property described in this Land Contract shall not relieve the Seller of any liability that the Seller may have under the mortgage(s) or other indebtedness to which the Property is subject unless otherwise agreed to by the lender or required by law or regulation.

(k) **Gender.** The pronouns and relative words herein used are written in the masculine and singular only. If more than one joins in the execution hereof as the Seller or the Purchaser, or either by of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively.

(l) **Binding Effect.** The covenants herein shall bind the heirs, devisees, legatees, trustees, personal representatives, assigns and successors of the respective parties.

(m) **Environmental.** The Purchaser shall keep or cause the Property to be kept free of Hazardous Materials or Hazardous Substances (collectively referred to as "Hazardous Substances") except to the extent that such Hazardous Substances are stored and/or used in compliance with all applicable federal, state and local laws and regulations; and, without limiting the foregoing, Purchaser shall not cause or permit the Property to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Substances, except in compliance with all applicable federal, state and local laws, regulations and ordinances, nor shall the Purchaser cause or permit, as a result of any intentional or unintentional act or omission on the part of the Purchaser or any tenant, subtenant or occupant, contractor or subcontractor or any other person or entity, a release of Hazardous Substances onto the Property or onto any other contiguous property.

(n) **Statement of Information.** The parties hereto may at reasonable intervals demand, and each party shall provide, a statement of information pertaining to the present status of the Land Contract, such as the outstanding principal balance, the date to which payments have been made and whether any default has occurred.

(o) **Seller's Right to Inspect.** Until the Purchaser fully performs its obligations hereunder, the Seller may, from time to time, and at all reasonable times, enter and inspect the Property upon twenty-four (24) hours' notice to the Purchaser; provided that such inspection does not interfere with the Purchaser's programs, activities or operations on the Property.

(p) **Responsibility for Accidents.** The Purchaser hereby assumes all risk and responsibility for any liability arising out of or in connection with any accident, injury or damage to person or property arising from the Purchaser's use and control of the Property and

improvements thereon excepting any liability directly caused by Seller's intentional action or negligence.

(q) **Transfer Tax.** Transfer taxes shall be paid by the Purchaser at the time of release of the Deed from escrow and shall be deducted by the Purchaser from the final payment due the Seller under this Land Contract.

(r) **Recording.** This Land Contract shall not be recorded; however, The Purchaser may record a Memorandum of Land Contract in the form attached as Exhibit D. The Purchaser shall be responsible for such recording fees.

(s) **Entire Agreement.** This Land Contract embodies the complete agreement between the parties hereto and cannot be modified or altered in any way except by the written agreement of the parties.

(t) **Governing Law and Venue.** This Land Contract shall be governed by the laws of the State of Michigan. The parties agree that venue for any action between them arising out of this Land Contract shall lie in Macomb County, Michigan.

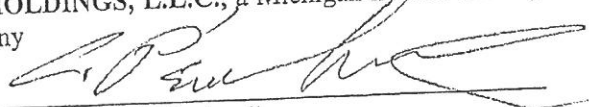
(u) **Duplicate Originals, Counterparts.** This Land Contract and any originals of exhibits referred to herein may be executed in any number of duplicate originals or counterparts, each of which (when the original signatures are affixed) shall be an original but all of which shall constitute one and the same instrument.

(v) **AS IS.** Purchaser acknowledges that Purchaser is purchasing the Property described herein in an "as is, where is, with all faults" condition.

(w) **Waiver.** No failure of either party hereto to exercise any power herein given or to insist upon strict compliance with any obligation specified herein and no custom or practice at variance with the terms hereof shall constitute a waiver of either party's right to demand compliance with the terms and provisions of this Land Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Land Contract in duplicate and have caused their hands and seals to be affixed hereto the day and year first above written.

SELLER:
SPC HOLDINGS, L.L.C., a Michigan limited liability company

By: 
Constantine G. P'Sachoulis

Its: Director

PURCHASER:
MOUNT CLEMENS MONTESSORI ACADEMY,
a Michigan public school academy

By: Nicole Morgia
Nicole Morgia

Its: Board President

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Land in the City of Mt. Clemens, Macomb County, MI, described as follows:

Lots 71 through 77, both inclusive, Westendorf Heights Subdivision,
according to the plat thereof recorded in Liber 39, Pages 31 and 32, of
Plats, Macomb County Records.

Commonly known as: 1070 Hampton Road, Mount Clemens, MI 48043

Tax Parcel No: 11-15-479-016

**EXHIBIT B
PAYMENT SCHEDULE**

See Attached

Mt. Clemens Montessori Academy
Land Contract
Amortization on \$2,700,000
5.50%
Beginning 4/15/19

	Principal Bal	Int	Prin	PMT
Apr-19	2,700,000.00	-	29,302.10	29,302.10
May-19	2,670,697.90	12,240.70	17,061.40	29,302.10
Jun-19	2,653,636.50	12,162.50	17,139.60	29,302.10
Jul-19	2,636,496.90	12,083.94	17,218.16	29,302.10
Aug-19	2,619,278.74	12,005.03	17,297.07	29,302.10
Sep-19	2,601,981.67	11,925.75	17,376.35	29,302.10
Oct-19	2,584,605.32	11,846.11	17,455.99	29,302.10
Nov-19	2,567,149.33	11,766.10	17,536.00	29,302.10
Dec-19	2,549,613.33	11,685.73	17,616.37	29,302.10
Jan-20	2,531,996.96	11,604.99	17,697.11	29,302.10
Feb-20	2,514,299.84	11,523.87	17,778.23	29,302.10
Mar-20	2,496,521.62	11,442.39	17,859.71	29,302.10
Apr-20	2,478,661.91	11,360.53	17,941.57	29,302.10
May-20	2,460,720.34	11,278.30	18,023.80	29,302.10
Jun-20	2,442,696.54	11,195.69	18,106.41	29,302.10
Jul-20	2,424,590.14	11,112.70	18,189.40	29,302.10
Aug-20	2,406,400.74	11,029.34	18,272.76	29,302.10
Sep-20	2,388,127.98	10,945.59	18,356.51	29,302.10
Oct-20	2,369,771.46	10,861.45	18,440.65	29,302.10
Nov-20	2,351,330.82	10,776.93	18,525.17	29,302.10
Dec-20	2,332,805.65	10,692.03	18,610.07	29,302.10
Jan-21	2,314,195.58	10,606.73	18,695.37	29,302.10
Feb-21	2,295,500.20	10,521.04	18,781.06	29,302.10
Mar-21	2,276,719.15	10,434.96	18,867.14	29,302.10
Apr-21	2,257,852.01	10,348.49	18,953.61	29,302.10
May-21	2,238,898.40	10,261.62	19,040.48	29,302.10
Jun-21	2,219,857.92	10,174.35	19,127.75	29,302.10
Jul-21	2,200,730.17	10,086.68	19,215.42	29,302.10
Aug-21	2,181,514.75	9,998.61	19,303.49	29,302.10
Sep-21	2,162,211.25	9,910.13	19,391.97	29,302.10
Oct-21	2,142,819.29	9,821.26	19,480.84	29,302.10
Nov-21	2,123,338.44	9,731.97	19,570.13	29,302.10
Dec-21	2,103,768.31	9,642.27	19,659.83	29,302.10
Jan-22	2,084,108.48	9,552.16	19,749.94	29,302.10
Feb-22	2,064,358.55	9,461.64	19,840.46	29,302.10
Mar-22	2,044,518.09	9,370.71	19,931.39	29,302.10
Apr-22	2,024,586.70	9,279.36	20,022.74	29,302.10
May-22	2,004,563.95	9,187.58	20,114.52	29,302.10

Mt. Clemens Montessori Academy
Land Contract
Amortitization on \$2,700,000
5.50%
Beginning 4/15/19

	Principal Bal	Int	Prin	PMT
Jun-22	1,984,449.44	9,095.39	20,206.71	29,302.10
Jul-22	1,964,242.73	9,002.78	20,299.32	29,302.10
Aug-22	1,943,943.41	8,909.74	20,392.36	29,302.10
Sep-22	1,923,551.05	8,816.28	20,485.82	29,302.10
Oct-22	1,903,065.23	8,722.38	20,579.72	29,302.10
Nov-22	1,882,485.51	8,628.06	20,674.04	29,302.10
Dec-22	1,861,811.47	8,533.30	20,768.80	29,302.10
Jan-23	1,841,042.67	8,438.11	20,863.99	29,302.10
Feb-23	1,820,178.68	8,342.49	20,959.61	29,302.10
Mar-23	1,799,219.07	8,246.42	21,055.68	29,302.10
Apr-23	1,778,163.39	8,149.92	21,152.18	29,302.10
May-23	1,757,011.21	8,052.97	21,249.13	29,302.10
Jun-23	1,735,762.07	7,955.58	21,346.52	29,302.10
Jul-23	1,714,415.55	7,857.74	21,444.36	29,302.10
Aug-23	1,692,971.19	7,759.45	21,542.65	29,302.10
Sep-23	1,671,428.54	7,660.71	21,641.39	29,302.10
Oct-23	1,649,787.15	7,561.52	21,740.58	29,302.10
Nov-23	1,628,046.58	7,461.88	21,840.22	29,302.10
Dec-23	1,606,206.36	7,361.78	21,940.32	29,302.10
Jan-24	1,584,266.04	7,261.22	22,040.88	29,302.10
Feb-24	1,562,225.16	7,160.20	22,141.90	29,302.10
Mar-24	1,540,083.25	7,058.71	22,243.39	29,302.10
Apr-24	1,517,839.87	6,956.77	22,345.33	29,302.10
May-24	1,495,494.54	6,854.35	22,447.75	29,302.10
Jun-24	1,473,046.79	6,751.46	22,550.64	29,302.10
Jul-24	1,450,496.15	6,648.11	22,653.99	29,302.10
Aug-24	1,427,842.16	6,544.28	22,757.82	29,302.10
Sep-24	1,405,084.33	6,439.97	22,862.13	29,302.10
Oct-24	1,382,222.20	6,335.19	22,966.91	29,302.10
Nov-24	1,359,255.29	6,229.92	23,072.18	29,302.10
Dec-24	1,336,183.11	6,124.17	23,177.93	29,302.10
Jan-25	1,313,005.18	6,017.94	23,284.16	29,302.10
Feb-25	1,289,721.02	5,911.22	23,390.88	29,302.10
Mar-25	1,266,330.14	5,804.01	23,498.09	29,302.10
Apr-25	1,242,832.06	5,696.31	23,605.79	29,302.10
May-25	1,219,226.27	5,588.12	23,713.98	29,302.10
Jun-25	1,195,512.29	5,479.43	23,822.67	29,302.10
Jul-25	1,171,689.62	5,370.24	23,931.86	29,302.10
Aug-25	1,147,757.77	5,260.56	24,041.54	29,302.10

Mt. Clemens Montessori Academy
Land Contract
Amortlitzation on \$2,700,000
5.50%
Beginning 4/15/19

	Principal Bal	Int	Prin	PMT
Sep-25	1,123,716.22	5,150.37	24,151.73	29,302.10
Oct-25	1,099,564.49	5,039.67	24,262.43	29,302.10
Nov-25	1,075,302.06	4,928.47	24,373.63	29,302.10
Dec-25	1,050,928.43	4,816.76	24,485.34	29,302.10
Jan-26	1,026,443.08	4,704.53	24,597.57	29,302.10
Feb-26	1,001,845.51	4,591.79	24,710.31	29,302.10
Mar-26	977,135.20	4,478.54	24,823.56	29,302.10
Apr-26	952,311.64	4,364.76	24,937.34	29,302.10
May-26	927,374.30	4,250.47	25,051.63	29,302.10
Jun-26	902,322.67	4,135.65	25,166.45	29,302.10
Jul-26	877,156.21	4,020.30	25,281.80	29,302.10
Aug-26	851,874.41	3,904.42	25,397.68	29,302.10
Sep-26	826,476.74	3,788.02	25,514.08	29,302.10
Oct-26	800,962.66	3,671.08	25,631.02	29,302.10
Nov-26	775,331.63	3,553.60	25,748.50	29,302.10
Dec-26	749,583.14	3,435.59	25,866.51	29,302.10
Jan-27	723,716.63	3,317.03	25,985.07	29,302.10
Feb-27	697,731.56	3,197.94	26,104.16	29,302.10
Mar-27	671,627.40	3,078.29	26,223.81	29,302.10
Apr-27	645,403.59	2,958.10	26,344.00	29,302.10
May-27	619,059.59	2,837.36	26,464.74	29,302.10
Jun-27	592,594.85	2,716.06	26,586.04	29,302.10
Jul-27	566,008.81	2,594.21	26,707.89	29,302.10
Aug-27	539,300.91	2,471.80	26,830.30	29,302.10
Sep-27	512,470.61	2,348.82	26,953.28	29,302.10
Oct-27	485,517.33	2,225.29	27,076.81	29,302.10
Nov-27	458,440.52	2,101.19	27,200.91	29,302.10
Dec-27	431,239.61	1,976.51	27,325.59	29,302.10
Jan-28	403,914.02	1,851.27	27,450.83	29,302.10
Feb-28	376,463.19	1,725.46	27,576.64	29,302.10
Mar-28	348,886.55	1,599.06	27,703.04	29,302.10
Apr-28	321,183.51	1,472.09	27,830.01	29,302.10
May-28	293,353.51	1,344.54	27,957.56	29,302.10
Jun-28	265,395.94	1,216.40	28,085.70	29,302.10
Jul-28	237,310.24	1,087.67	28,214.43	29,302.10
Aug-28	209,095.81	958.36	28,343.74	29,302.10
Sep-28	180,752.07	828.45	28,473.65	29,302.10
Oct-28	152,278.41	697.94	28,604.16	29,302.10
Nov-28	123,674.26	566.84	28,735.26	29,302.10

Mt. Clemens Montessori Academy
 Land Contract
 Amortization on \$2,700,000
 5.50%
 Beginning 4/15/19

	Principal Bal	Int	Prin	PMT
Dec-28	94,939.00	435.14	28,866.96	29,302.10
Jan-29	66,072.03	302.83	28,999.27	29,302.10
Feb-29	37,072.77	169.92	29,132.18	29,302.10
Mar-29	7,940.58	36.39	7,940.58	7,976.97
	0.01	0.00	(0.00)	-

**EXHIBIT C
ESCROW AGREEMENT**

No. NCS-929119-MICH

First American Title Insurance Company
900 Wilshire Drive, Suite 260
Troy, Michigan 48084

Re: "Seller": SPC Holdings, L.L.C., a Michigan limited liability company
"Purchaser": Mount Clemens Montessori Academy, a Michigan public school academy
"Property": See attached Exhibit A, Tax Parcel No: 11-15-479-016
Common Address: 1070 Hampton Road

Deposited with you herewith are the following:

1. Land Contract dated April 15, 2019, between above-captioned SELLER and PURCHASER; and
2. Warranty Deed conveying the above-captioned Property ("Warranty Deed").

The Land Contract recited above is hereby incorporated by reference. The deposited Warranty Deed is to be held by you for delivery under the following terms and conditions:

You are authorized and directed to release the Warranty Deed as follows:

You shall release the Warranty Deed to the PURCHASER upon receipt of written notice from the SELLER that the above-referenced Land Contract has been paid in full. SELLER shall provide PURCHASER a copy of said written notice immediately upon receipt of said monies paying off the Land Contract in full.

In the event of a dispute as to the disposition of the deposited Warranty Deed you are authorized and directed to hold the deposited Warranty Deed until you are in receipt of either:

- a) written instructions signed by the SELLER and PURCHASER which shall direct and authorize the disposition of the deposited Warranty Deed.
- b) an Order of a Court of Competent Jurisdiction which constitutes a final determination as to the disposition of the Warranty Deed.

Upon making such delivery, and performance of any other services included above, you will thereupon be released and acquitted from any further liabilities concerning the Warranty Deed, it being expressly understood that such liability in any event is limited by the terms and

conditions set forth herein. By acceptance of this agency, you are in no way assuming responsibility for the validity or authenticity of the subject matter of the Warranty Deed.

In the event that your duties under this Agreement shall conflict with any provision of the Land Contract, this Escrow Agreement shall control.

In the event of litigation affecting your duties relating to this Escrow Agreement, Purchaser and Seller agree to reimburse you for any reasonable expenses incurred, including reasonable attorney fees.

Any changes in the terms or conditions hereof may be made only in writing signed by all parties or their duly authorized representatives.

SELLER: SPC HOLDINGS, L.L.C.,
a Michigan limited liability company

By: _____
Constantine G. P'Sachoulis

Its: Director

Date: April 15, 2019

**PURCHASER: MOUNT CLEMENS
MONTESSORI ACADEMY,**
a Michigan public school academy

By: _____
Nicole Morgia

Its: Board President

Date: April 15, 2019

We hereby accept the above escrow deposit under the terms and conditions therein set forth.

**FIRST AMERICAN TITLE INSURANCE
COMPANY**

By: _____
Susan K. Boldrey

Its: National Escrow Officer

Date: April 15, 2019

WARRANTY DEED

This Indenture, made the 15th day of April, 2019 between SPC HOLDINGS, L.L.C., a Michigan limited liability company, whose address is 2030 West Valley Road, Suite 250, Bloomfield Hills, Michigan 48034 (hereinafter called the "Grantor"), and MOUNT CLEMENS MONTESSORI ACADEMY, a Michigan public school academy, whose address is 1070 Hampton Road, Mount Clemens, Michigan 48043 (hereinafter called "Grantee"). The Grantor hereby conveys and warrants to the Grantee the following described property situated in the City of Mount Clemens, County of Macomb, State of Michigan, more particularly described as:

See attached Exhibit A.
Tax Parcel No: 11-15-479-016
Common Address: 1070 Hampton Road

(the "Property") together with all tenements, hereditaments, appurtenances and improvements thereunto belonging or in any way appertaining for the consideration of is Three Million and 00/100 (\$3,000,000.00) Dollars paid to the Grantor.

Subject to easements and building and use restrictions of record as set forth in the title commitment prepared by the First American Title Insurance Company, Commitment No. NCS-929119, dated December 20, 2018.

Grantor grants to Grantee the right to make all permissible divisions under Section 108 of the Michigan Land Division Act, being Act No. 288 of the Public Acts of 1967, as amended.

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.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand the day and year first above written.

GRANTOR:
SPC HOLDINGS, L.L.C.,
a Michigan limited liability company

By: _____
Constantine G. P'Sachoulis

Its: Director

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 15th day of April, 2019, before me, a Notary Public in and for said County, personally appeared Constantine G. P'Sachoulis, the Director of SPC HOLDINGS, L.L.C., a Michigan limited liability company, on behalf of said limited liability company.

Notary Public, _____ County, MI
My Commission Expires:
Acting in _____ County, MI

This Instrument Drafted By and When Recorded Return to:

Dana L. Abrahams, Esq.
CLARK HILL PLC
151 S. Old Woodward Ave., Suite 200
Birmingham, MI 48009

Recording Fee: _____

Transfer Tax: _____

Sidwell No: 11-15-479-016

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Land in the City of Mt. Clemens, Macomb County, MI, described as follows:

Lots 71 through 77, both inclusive, Westendorf Heights Subdivision,
according to the plat thereof recorded in Liber 39, Pages 31 and 32, of
Plats, Macomb County Records.

Commonly known as: 1070 Hampton Road, Mount Clemens, MI 48043

Tax Parcel No: 11-15-479-016

EXHIBIT D

MEMORANDUM OF LAND CONTRACT

THIS MEMORANDUM OF LAND CONTRACT entered into this 15th day of April, 2019, between MOUNT CLEMENS MONTESSORI ACADEMY, a Michigan public school academy, 1070 Hampton Road, Mount Clemens, Michigan 48043 ("Purchaser"), and SPC HOLDINGS, L.L.C., a Michigan limited liability company, whose address is 2030 West Valley Road, Suite 250, Bloomfield Hills, Michigan 48034 ("Seller").

WITNESSETH:

Purchaser and Seller have entered into a Land Contract of even date herewith and they desire to enter into this Memorandum of Land Contract to give record notice of the existence of said Land Contract.

In consideration of the premises and other good and valuable consideration, Seller acknowledges and agrees that property located in the City of Mount Clemens, Macomb County, Michigan, and more particularly described on Exhibit A attached hereto, was sold to Purchaser on Land Contract of even date herewith.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Land Contract on the day and year first above written.

SELLER:
SPC HOLDINGS, L.L.C.,
a Michigan limited liability company

By: _____
Constantine G. P'Sachoulis

Its: Director

PURCHASER:
MOUNT CLEMENS MONTESSORI
ACADEMY,
a Michigan public school academy

By: _____
Nicole Morgia

Its: Board President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 15th day of April, 2019, before me, a Notary Public in and for said County, personally appeared Constantine G. P'Sachoulis, the Director of SPC HOLDINGS, L.L.C., a Michigan limited liability company, on behalf of said limited liability company.

Notary Public, _____ County, MI
My Commission Expires:
Acting in _____ County, MI

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 15th day of April, 2019, before me, a Notary Public in and for said County, personally appeared Nicole Morgia, the Board President of MOUNT CLEMENS MONTESSORI ACADEMY, a Michigan public school academy, on behalf of said academy.

Notary Public, _____ County, MI
My Commission Expires:
Acting in _____ County, MI

Drafted by and, after recording, return to:
Dana L. Abrahams, Esq.
Clark Hill PLC
151 South Old Woodward, Suite 200
Birmingham, Michigan 48009

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

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CONTRACT SCHEDULE 7
REQUIRED INFORMATION FOR
PUBLIC SCHOOL ACADEMY

SCHEDULE 7

REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

Required Information for Public School Academy. This Schedule contains information required by Part 6A of the Revised School Code ("Code"). The required information for the Academy is contained in this Schedule 7.

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

SECTION A
GOVERNANCE STRUCTURE

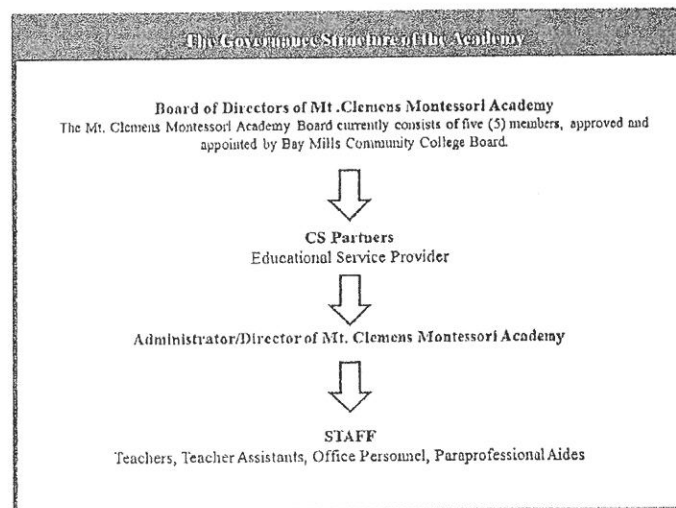
Schedule 7a: Governance Structure

The governance of the **Mt. Clemens Montessori Academy** is the responsibility of the five member Board of Directors approved by Bay Mills Community College Board of Regents. It is comprised of leaders, educators and parents in the community. The Board of Directors of **Mt. Clemens Montessori Academy** has all the powers and duties permitted by law to manage the business, property and affairs of the **Academy**. The Board of Directors will assure that the **Academy** operates according to the terms and conditions of its authorizing contract as well as all applicable federal and state laws. This Board will continue to work in close relationship with the Administrator/Director, parents, teachers, and the educational service provider, so that the goals are maintained and achieved.

The Academy Board of Directors is responsible for assuring that the **Academy** operates according to the terms and conditions of any contracts. The following is further description of the Academy Board's governance structure.

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

The Academy Board shall manage the business, property and affairs of the **Academy**. The Academy Board shall set all educational, fiscal, and administrative policies for the **Academy**. Minutes reflect that policies and procedures are approved and in place. CS Partners, Inc. is the educational service provider which has been retained by the Academy Board and is responsible for the academic performance of the **Academy** and is also accountable to the Academy Board. The educational service provider reports to the Academy Board at regularly scheduled monthly Board meetings and upon any request by the Academy Board. The day to day operation of the **Academy** is the responsibility of the Administrator/Director who will have the authority to operate the school and supervise the staff. There are no Open Meeting Act Violations.



The Mt. Clemens Montessori Academy Board of Directors currently consists of five (5) members. The Bay Mills Community College Board of Regents appointed each of the following individuals as Academy Board members. The term of office for each individual was decided by resolution of the Academy Board.

All Academy members of the Board of Directors are citizens of the State of Michigan and the United States of America.

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

Nicole A. Latowski-Morgia
60 Belleview
Mt. Clemens, MI 48043
Date of Term Expiration: June 30, 2020

Megan Blenkhorn
57360 Decora Park Blvd.
New Haven, MI 48048
Date of Term Expiration: June 30, 2021

Philomena Ann Rosnik
55292 Belmont Dr.
Shelby Township, MI 48315
Date of Term Expiration: June 30, 2019

Theresa M. Shiner
41605 Huntington Court
Clinton Township, MI 48038
Date of Term Expiration: June 30, 2021

Jodie A. Sherwood
49628 Walling Street
Macomb, MI 48044
Date of Term Expiration: June 30, 2020

SECTION B
EDUCATIONAL GOALS

Pursuant to Applicable Law and Terms and Conditions of this Contract, including Article VI, Section 6.2, the Academy shall achieve or demonstrate measurable progress for all groups of pupils toward the achievement of the educational goal identified in this schedule. Upon request, the Academy shall provide Bay Mills Community College Charter Schools Office (BMCSO) with a written report, along with supporting data, assessing the Academy's progress toward achieving this goal. In addition, Bay Mills Community College Board of Regents Public School Academy Authorizing Body expects the Academy will meet the State of Michigan's accreditation standards pursuant to state and federal law.

Educational Goal to be Achieved:

Prepare students academically for success in college, work, and life.

To determine whether the Academy is achieving or demonstrating measurable progress toward the achievement of this goal, BMCSO will annually assess the Academy's performance using the following measures:

Measure 1: Student Achievement

The academic achievement of all students in grades 2-5 will be assessed using the following metrics and achievement targets.

GRADES	METRICS	ACHIEVEMENT TARGETS
Grades 2-5	The average grade-level scores in reading and math as measured by NWEA MAP.	Students enrolled for three* or more years will on average achieve scores equal to or greater than the grade-level reading and math readiness achievement targets identified in this schedule.

*If the cohort of students enrolled for three or more years is not sufficient in size to conduct a valid analysis, the cohort of students enrolled for two or more years will be used.

Measure 2: Student Growth

The academic growth of all students in grades 2-5 at the Academy will be assessed using the following metrics and growth targets:

Grades	Metrics	Growth Targets
Grades 2-5	Growth made by students from fall-to-spring in reading and math as measured by growth targets set for each student by NWEA MAP.	Students will on average achieve fall-to-spring academic growth targets for reading and math as set for each student by NWEA MAP.

The measure of student growth is the most important, but not the only factor the authorizing body considers when determining whether the Academy is “demonstrating measurable progress” toward the contractual goal of preparing students academically for success in college, work, and life. Some of the other factors considered are: academy’s comparative position within state accountability reports, required state test proficiency rates compared to surrounding district’s, the trend in the number of students reaching growth targets and achievement targets over the contract period, attendance rates.

Achievement Targets

Grade	NWEA MAP College Readiness Targets/Reading	NWEA MAP College Readiness Targets/Math
2	192	193
3	202	205
4	209	214
5	213	227

SECTION C
EDUCATIONAL PROGRAMS

Schedule 7c: Description of Educational Program

Mt. Clemens Montessori Academy is a Montessori School in philosophy, practice, and principles; not just in name only. The success of the Academy rests in the fact that for thirty-six (36) years prior to becoming a public school academy, Mt. Clemens Montessori excelled as a private Montessori School in Macomb County. The reputation of Mt. Clemens Montessori Academy, its groundwork and foundation had already been established. The classrooms at Mt. Clemens Montessori Academy are carefully prepared to allow the children to work independently and allow for the joy of self-discovery; building the Power of Concentration.

The philosophy of the Academy is inspired by the educational thought of Dr. Maria Montessori. The school's program is based on her work in developmental psychology and education. True to her innovative spirit the school adapts to new educational research, ideas and methods of teaching that will enhance the child's ability to learn.

Mt. Clemens Montessori Academy has developed a creative Montessori approach combining Montessori principles and methods with best practices and the latest in educational technology. The children are taught by an intensely focused teaching team of professionals. The team works to ensure that each student has the opportunity to excel, both academically and as a good citizen, in an environment that is physically and emotionally safe and enjoyable for all children.

An important part in the Montessori philosophy is the interaction of the younger children with the older children. Since there is a preschool housed within the Mt. Clemens Montessori Academy, there is interaction between the Academy students and the younger children. When students interact with younger children they are given a forum to demonstrate what they are learning, to act as a role model and to build their own self-esteem. This interaction benefits both groups of students.

The classroom structure prepares children to be successful working adults. In tiny increments that ensure success, students learn to be responsible for planning their work, to ask for help when needed, to watch out for and help their peers, and to take it upon themselves to ask questions and pursue the answers. All these build the foundation of becoming a responsible, caring citizen and an asset to the community.

Montessori educators believe that each child is born to be a learner, and that the full potential of each person is realized only through an ordered, challenging, nurturing environment that is physical, intellectual, social and spiritual. The child and his/her needs are the central and commanding focus of the learning process. It is the role of the school to observe, to know, and to defend the child as he/she proceeds through the stages of development.

The Academy staff helps each student develop habits of mind that will last a lifetime, so they are critical, independent thinkers who have a genuine passion for learning. Mt. Clemens Montessori Academy students have told us that they enjoy being part of a community that nurtures and cares for them, but which gives them the space to discover their own talents and skills. Students are encouraged to utilize *cooperative learning* and *problem solving* daily building *critical thinking skills*.

Given the freedom and support to question, to probe deeply, and to make connections, Montessori students become confident, enthusiastic, self-directed learners. They are able to think critically, work collaboratively, and act boldly - a skill set for the 21st century. At Mt. Clemens Montessori Academy we focus on the whole child; the academic, social, emotional, and physical well-being of each one of our

students. Students are encouraged to practice *Respect, Grace, and Courtesy* each day in the classroom. Students take part in activities to enhance *Practical Life Skills*.

Mt. Clemens Montessori Academy believes that the learning process is governed by basic human tendencies or needs:

- The need to communicate, to use language
- The tendency for order, the demand to organize, classify, and interpret reality
- The need for independence, the impulse to act personally on and in reality
- The need for social relationships
- The need to experience reality through imagination

In addition, Mt. Clemens Montessori Academy believes that education requires an ethical environment in which the values of the community are respected and the worth of the individual protected. The philosophy includes the cultivation of the following values:

- Self-reliance and hard work. Education is facilitated based on self-inquiry while maintaining school-wide standards of academic excellence. Rewards for student achievement and learning are intrinsic.
- Respect for other people, including those who live or lived in other places and/or times. The positive advances achieved by humans rather than the wars waged by them are emphasized.
- International and interpersonal peace. Situations where children cooperate as least as much as they compete are created as much as possible.

Mt. Clemens Montessori Academy believes that the foundation of a good education is to **learn how to learn**. In an era of technological revolution and social change, the Academy's course of study encompasses the full substance of the traditional curriculum and goes beyond, to teach students how to think clearly, to apply critical thinking skills, to do their own research, to effectively communicate with the written and spoken word, and to put their knowledge to practical application.

The academic program at Mt. Clemens Montessori Academy is rigorous yet innovative. The supportive academic atmosphere encourages the students to achieve the high level of expectation that is in place, for the quality of thought, work, and mastery of content and skills.

One of the most important principles of the Montessori method is Respect; Respect for the child, Respect for oneself, Respect for each other, and Respect for the environment. Respect is incorporated into our daily life at Mt. Clemens Montessori Academy. Mt. Clemens Montessori Academy is a school rich in tradition with a staff committed to excellence in student achievement and development. We are also proud of the partnerships among educators, students, and families, and recognize that this collaborative spirit is integral to fulfilling our vision; "*Success for every student...every day.*"

SECTION D
CURRICULUM

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CURRICULUM

The Mt. Clemens Montessori Academy has established a core curriculum (the basic skills all students need to learn) for all elementary school students. All elementary school level children are required to take classes in Language Arts, (including reading, writing, creative writing, handwriting, grammar, spelling, listening, public speaking) Mathematics, Science, Social Studies, Geography, Art, Music, Computer Education, Physical Education, Music, and Health/Nutrition.

Montessori classrooms are commonly referred to as "*prepared environments*." This name reflects the care and attention given to creating a learning environment that reinforces the children's independence, curiosity, creativity, and intellectual development. The course of study at the Academy uses integrated thematic approach that ties the separate disciplines of the curriculum into studies of the physical universe, the world of nature and the human experience. Analytical thinking, and skill development, as opposed to memorization, is important in the Montessori system of education. Whenever possible, reading, writing, and math skills are incorporated into applied activities.

The unwritten curriculum that is woven throughout the program at the Academy is that in order to succeed to the highest extent possible, students need to become independent learners. To accomplish this they need to be proficient in the "tools of the trade". They need to understand measuring tools and how to use them. They need to know how to use the dictionary, encyclopedia and other research tools. They have to be active users of the computer and internet. This is "practical life" for the elementary student.

Research has shown that the best predictor of future success is a positive sense of self-esteem. Montessori programs, based on self-directed, non-competitive activities, help children develop strong self-images and confidence to face challenges and change with optimism.

Listed below are some comparisons of Montessori Education with Traditional Education.
SOURCE: American Montessori Society

MONTESSORI

Emphasis on: cognitive structures and social development

Environment and method encourage internal self-discipline

TRADITIONAL

Emphasis on: rote knowledge and social development

Teacher acts as primary enforcer of external discipline

Instruction, both individual and group, adapts to each student's learning style

Mixed age grouping

Teacher has unobtrusive role in classroom activity; child is an active participant in learning

Children are encouraged to teach, collaborate, and help each other

Child sets own learning pace to internalize information

Child spots own errors through feedback from material

Multi-sensory materials for physical exploration

Instruction, both individual and group, conforms to the adult's teaching style

Same age grouping

Teacher has dominant, active role in classroom activity; child is a passive participant in learning

Most teaching is done by teacher and collaboration is discouraged

Instruction pace usually set by group norm or teacher

If work is corrected, errors usually pointed out by teacher

Fewer materials for sensory development and concrete manipulation

The following web site for more information about Montessori: amshq.org American Montessori Society Headquarters

MICHIGAN CURRICULUM FRAMEWORK

I ENGLISH LANGUAGE ARTS

1. Content Standards

- (a) Meaning and Communication
 - (i) All students will read and comprehend general and technical material.
 - (ii) All students will demonstrate the ability to write clear and grammatically correct sentences, paragraphs and compositions.
 - (iii) All students will focus on meaning and communication as they listen, speak, view, read and write in personal, social, occupational, and civic contexts.
 - (iv) All students will use the English language effectively.
- (b) Language
 - (i) All students will read and analyze a wide variety of classic and contemporary literature and other texts to see information, ideas, enjoyment, and understanding of their individuality, or common heritage and common humanity, and the rich diversity in our society.
- (c) Voice
 - (i) All students will learn to communicate information accurately and effectively and demonstrate their expressive abilities by creating oral, written and visual texts that enlighten and engage an audience.
- (d) Skills and Processes
 - (i) All students will demonstrate, analyze, and reflect upon the skills and processes used to communicate through listening, speaking, viewing, reading, and writing.
- (e) Genre and Craft of Language
 - (i) All students will explore and use the characteristics of different types of texts, aesthetic elements, and mechanics - - including text structure, figurative and descriptive language, spelling, punctuation, and grammar - - to construct and convey meaning.
- (f) Depth of Understanding

- (i) All students will demonstrate understanding of the complexity of enduring issues and recurring problems by making connections and generating themes within and across texts.
- (g) Ideas in Action
 - (i) All students will apply knowledge, ideas, and issues drawn from texts to their lives and the lives of others.
- (h) Inquiry and Research
 - (i) All students will define and investigate important issues and problems using a variety of resources, including technology, to explore and create texts.
- (i) Critical Standards
 - (i) All students will develop and apply personal, shared, and academic criteria for the enjoyment, appreciation, and evaluation of their own and others' oral, written and visual texts.

II SCIENCE

1. Content Standards

- (a) Constructing New Scientific Knowledge
 - (i) All students will ask questions to help them learn about the world; design and conduct investigations using appropriate methodology and technology; learn from books and other sources of information; communicate findings of investigations, using appropriate technology.
- (b) Reflecting on Scientific Knowledge
 - (i) All students will analyze claims for their scientific merit and explain how scientists decide what constitutes scientific knowledge; show how science is related to other ways of knowing; show how science and technology affect our society; show how people of diverse cultures have contributed to and influenced developments in science.

2. Life Science

- (a) Cells
 - (i) All students will apply an understanding of cells of the functioning of multi-cellular organisms, including how cells grow, develop, and reproduce.

(b) Organization of Living Things

- (i) All students will use classification systems to describe groups of living things; compare and contrast differences in the life cycles of living things; investigate and explain how living things obtain and use energy; analyze how parts of living things are adapted to carry out specific functions.

(c) Heredity

- (i) All students will investigate and explain how characteristics of living things are passed on through generations; explain why organisms within a species are different from one another; explain how new traits can be established by changing or manipulating genes.

(d) Evolution

- (i) All students will explain how scientists construct and scientifically test theories concerning the origin of life and evolution of species; compare ways that living organisms are adapted (suited) to survive and reproduce in their environments and explain how species change through time.

(e) Ecosystems

- (i) All students will explain how parts of an ecosystem are related and how they interact; explain how energy is distributed to living things in an ecosystem; investigate and explain how communities of living things change over a period of time; describe how materials cycle through an ecosystem and get reused in the environment; analyze how humans and the environment interact.

3. Physical Science

(a) Matter and Energy

- (i) All students will measure and describe the things around us; explain what the world around us is made of; identify and describe forms of energy; explain how electricity and magnetism; interact with matter.

(b) Changes in Matter

- (i) All students will investigate, describe and analyze ways in which matter changes; explain how visible changes in matter are related to atoms and molecules; explain how changes in matter related to

changes in energy and how living things and human technology change matter and transform energy.

(c) Motion of Objects

- (i) All students will describe how things around us move, explain why things move as they do, and demonstrate and explain how we control the motions of objects; relate motion to energy and energy conversions.

(d) Waves and Vibrations

- (i) All students will describe sounds and sound waves; explain shadows, color, and other light phenomena; measure and describe vibrations and waves; explain how waves and vibrations transfer energy.

4. Earth Science

(a) Geosphere

- (i) All students will describe the earth's surface; how the earth's feature change over time; analyze effects of technology on the earth's surface and resources.

(b) Hydrosphere

- (i) All students will describe the characteristics of water and demonstrate where water is found on earth; how water moves; analyze the interaction of human activities with the hydrosphere.

(c) Atmosphere and Weather

- (i) All students will investigate and describe what makes up weather and how it changes from day to day, season to season and over long periods of time; what causes different kinds of weather; analyze the relationships between human activities and the atmosphere.

(d) Solar System, Galaxy and Universe

- (i) All students will compare and contrast our planet and sun to other planets and star systems; describe and explain how objects in the solar system move; explain scientific theories as to the origin of the solar system; explain how we learn about the universe.

III MATHEMATICS

1. Content Standards

(a) Patterns, Relationships and Functions

- (i) Students recognize similarities and generalize patterns, use patterns to create models and make predictions, describe the nature of patterns and relationships, and construct representations of mathematical relationships. (Patterns)
- (ii) Student describe the relationships among variables, predict what will happen to one variable as another variable is changed, analyze natural variations and sources of variability, and compare patterns of change. (Variability and Change)

(b) Geometry and Measurement

- (i) Students develop spatial sense, use shape as an analytic and descriptive tool, identify characteristics and define shapes, identify properties and describe relationships among shapes. (Shape and Shape Relationships)
- (ii) Students identify locations of objects, identify location relative to other objects, and describe the effects of transformations (e.g., sliding, flipping, turning, enlarging, reducing) on an object. (Position)
- (iii) Students compare attributes of two objects, or of one object with a standard (unit), and analyze situations to determine what measurement(s) should be made and to what level of precision. (Measurement)

(c) Data Analysis and Statistics

- (i) Student collect and explore data, organize data into a useful form, and develop skill in representing and reading data displayed in different formats. (Collection and Presentation of Data)
- (ii) Students examine data and describe characteristics of a distribution, relate data to the situation from which they arose, and use data displayed in different formats. (Collection, Organization and Presentation of Data)
- (iii) Students draw defensible inferences about unknown outcomes, make predictions, and identify the degree of confidence they have in their predictions. (Inference and prediction)

(d) Number Sense and Numeration

- (i) Students experience counting and measuring activities to develop intuitive sense about numbers, develop understanding about properties of numbers, understand the need for and existence of different sets of numbers and investigate properties of special numbers. (Concepts and Properties of Numbers)
- (ii) Students recognize that numbers are used in different ways such as counting, measuring ordering and estimating, understand and reduce multiple representations of a number and translate among equivalent representations. (Representation and Use of Numbers)
- (iii) Students investigate relationships such as equality, inequality, inverses, factors and multiples, and represent and compare very large and very small numbers. (Number Relationships)
- (e) Numerical and Algebraic Operations and Analytical Thinking
 - (i) Students understand and use various types of operations (e.g., addition, subtraction, multiplication, division) to solve problems. (Operations and Their Properties)
 - (ii) Students analyze problems to determine an appropriate process for solution, and use algebraic notations to model or represent problems. (Algebraic and Analytic Thinking)
- (f) Probability and Discrete Mathematics
 - (i) Students develop an understanding of the notion of certainty and of probability as a measure of the degree of likelihood that can be assigned to a given event based on the knowledge available, and make critical judgments about claims that are made in probabilistic situations. (Probability)
 - (ii) Students investigate practical situations, routing, sequencing, networking, organizing and classifying and analyze ideas like recurrence relations, instruction, iteration and algorithm design. (Discrete Mathematics)

IV SOCIAL STUDIES

1. Content Standards

- (a) Historical Perspective
 - (i) All students will sequence chronologically the following eras of American history and key events within these eras in order to examine and to explain cause and effect; The Meeting of Three Worlds (beginnings to 1620); Colonization and Settlement (1585-1763); Revolution and the New Nation (1754-1815); Expansion

and Reform (1801-1861); and Civil War and Reconstruction (1850-1877); The Development of the Industrial United States (1870-1900); the Emergence of Modern America (1890-1930); The Great Depression and World War II (1929-1945); Post War United States (1945-1970); and the Contemporary United States (1968-Present). (Time and Chronology)

- (ii) All students will understand narratives about major eras of American and world history by identifying the people involved, describing the setting, and sequencing the events. (Comprehending the Past)
- (iii) All students will reconstruct the past by comparing interpretations written by others from a variety of perspectives and creating narratives from evidence. (Analyzing and Interpreting the Past)
- (iv) All students will evaluate key decisions made at critical turning points in history by assessing their implications and long-term consequences. (Judging Decision From the Past)

(b) Geographic Perspective

- (i) All students will describe, compare, and explain the locations and characteristics of places, cultures and settlements. (People, Places and Culture)
- (ii) All students will describe, compare, and explain the location and characteristics of ecosystems, resources, human adaptation, environmental impact, and the interrelationships among them. (Human/Environment Interaction)
- (iii) All students will describe, compare and explain the locations and characteristics of economic activities, trade, political activities, migration, information flow, and the interrelationships among them. (Location, Movement, and Connections)
- (iv) All students will describe and compare characteristics of ecosystems, states, regions, countries, major world regions, and patterns and explain the process that created them. (Regions, Patterns, and Processes)
- (v) All students will describe and explain the causes, consequences, and geographic context of major global issues and events. (Global Issues and Events)

(c) Civic Perspective

- (i) All students will intensify the purposes of national, state, and local governments in the United States, describe how citizens organize government to accomplish their purposes and assess their effectiveness. (Purposes of Government)
 - (ii) All students will explain the meaning and origin of the ideas, including the core democratic values expressed in the Declaration of Independence, the Constitution, and other foundational documents of the United States. (Ideas of American Democracy)
 - (iii) All students will describe the political and legal processes created to make decisions, seek consensus and resolve conflicts in a free society. (Democracy in Action)
 - (iv) All students will explain how American government institutions, at the local, state, and federal levels, provide for the limitation and sharing of power and how the nation's political system provides for the exercise of power. (American Government and Politics)
 - (v) All students will understand how the world is organized politically, the formation of American foreign policy and the roles the United States plays in the international area. (American Government and World Affairs)
- (d) Economic Perspective
- (i) All students describe and demonstrate how the economic forces of scarcity and choice affect the management of personal financial resources, shape consumer decisions regarding the purchase, use and disposal of goods and services and affect the economic well-being of individuals and society. (Individual and Household Choices)
 - (ii) All students will explain and demonstrate, how businesses confront scarcity and choice when organizing, producing, and using resources, and when supplying the marketplace. (Business Choice)
 - (iii) All students will describe how government decisions on taxation, spending, public goods and regulation impact what is produced, how it is produced, and who receives the benefits of production. (Role of Government)
 - (iv) All students will explain how a free market economic system works, as well as other economic systems to coordinate and facilitate the exchange, production, distribution, and consumption of goods and services. (Economic Systems)

- (v) All students will describe how trade generates economic development and interdependence and analyze the resulting challenges and benefits for individuals, producers, and government. (Trade)
- (e) Inquiry
 - (i) All students will acquire information from books, maps, newspapers, data sets and other sources, organize and present the information in maps, graphs, charts and timelines, interpret the meaning and significance of information, and use a variety of electronic technologies to assist in accessing and managing information. (Informational Processing)
 - (ii) All students will conduct investigations by formulating a clear statement of a question, gathering and organizing information from a variety of sources, analyzing and interpreting information, formulating and testing hypotheses, reporting results both orally and in writing, and making use of appropriate technology. (Conducting Investigations)
- (f) Public Discourse and Decision Making
 - (i) All students will state a issue clearly as a question of public policy, trace the origins of the issues, analyze various perspectives people bring to the issue and evaluate possible ways to resolve the issue. (Identifying and Analyzing Issues)
 - (ii) All students will engage their peers in constructive conversation about matters of public concern by clarifying issues, considering opposing views, applying democratic values, anticipating consequences, and working toward making decisions. (Group Discussions)
 - (iii) All students will compose coherent written essays that express a position on a public issue and justify the position with reasoned arguments. (Persuasive Writings)
- (g) Citizen Involvement
 - (i) All students will consider the effects of an individual's actions on other people, how one acts in accordance with the rule of law, and how one acts in a virtuous and ethnically responsible way as a member of a society. (Responsible Personal Conduct)

KINDERGARTEN

1. LANGUAGE ARTS

(a) Meaning and Communication

The learner will:

- Activate prior knowledge;
- Comprehend meaning from picture and text;
- Listen to and interpret a variety of literature;
- Recognize cover, title, author and illustrator;
- Draw a conclusion from implicit information in a passage read aloud by the teacher.

(b) Language Mechanics

The learner will:

- Identify appropriate verb tense;
- Identify and develop the use of capitalization, spacing and periods;
- Identify the end marks for an orally read sentence;
- Show an understanding of the use of apostrophes in contractions;
- Identify language patterns and rhymes; and
- Communicate ideas (written, oral, pictorial, electronic text).

(c) Listening

The learner will:

- Demonstrate comprehension by listening to a story selection and then retelling the story (including the main characters, the setting and details in sequential order);
- Draw a conclusion from implicit information in a passage read aloud by the teacher;
- Analyze the characters in an orally read passage;
- Listen and follow directions; and
- Order events in correct sequence.

(d) Literature

The learner will:

- Enjoy interactions with books;
- Identify setting, characters, problems, events and solutions in literature;
- Understand story sequence; and
- Identify the main idea in an orally read passage.

(e) Voice

The learner will:

- Explain personal selections in reading and writing.

(f) Skills and Processor

The learner will:

- Read simple words from familiar text books, such as nursery rhymes and short stories;
- Identify a letter of the alphabet whose name is read orally;
- Recognize and write upper and lowercase letters;
- Identify initial letter sounds;
- Build sight word recognitions; and
- Demonstrate comprehension of text meaning using word and picture clues, predictions, and questions.

(g) Genre and Language

The learner will:

- Identify the author's purpose in a given passage; and
- Explore books of a favorite author.
- Identify and develop the use of capitalization, spacing and period.

(h) Text Understanding (Application)

The learner will:

- Demonstrate one to one match of print with spoken word;
- Develop word awareness through a print rich environment; and
- Demonstrate book-handling skills (cover, title page, top-to-bottom, let-to right).

(i) Inquiry and Research

The learner will:

- Use technology, text, observation and dialogue with guided research, and
- Classify pictures and objects.

(j) Critical Standards

The learner will:

- Respond to personal and shared writings and projects; and
- Arrange a given series of sentences in sequential and logical order.

2. MATHEMATICS

(a) Whole Numbers and Numeration

The learner will:

- Use models to recognize, match and name whole numbers;
- Place the whole numbers 0-20 in sequential order;
- Count orally 0-100;
- Count and write simultaneously 0-20; and
- Observe the presence of numbers in daily lining.

(b) Geometry

The learner will:

- Apply the following geometric terms in discussing and comparing figures and shapes: symmetry, curves, and lines;
- Identify and reproduce the geometric shapes of circle, square, rectangle and triangle using manipulatives;
- Differentiate between common shapes using manipulatives;
- Locate common shapes in the surrounding world; and
- Identify a cube, cone, and cylinder.

(c) Measurement

The learner will:

- Use measurement terms to describe and compare objects by weight, length, time and temperature using the appropriate tools;
- Using a variety of manipulatives for standards of measurement;
- Demonstrate the concept of time using the calendar model;
- Identify position of the days of the week;
- Identify days of the week and months of the year; and
- Identify specific dates on a given calendar.

(d) Probability and Statistics

The learner will:

- Construct graphs using manipulatives;
- Describe how two objects are the same and different; and
- Categorize objects (e.g., books) by size and weight.

(e) Problem Solving and Logical Reasoning

The learner will be able to:

- Discuss a problem; and
- Predict and evaluate possible solutions.

(f) Data Analysis

The learner will:

- Identify common attributes;
- Create groups of more/less than 10 using manipulatives;
- Create groups of bigger/smaller using manipulatives; and
- Observe the presence of classification and sorting in one's surrounding.

3. SCIENCE

(a) Constructing New Scientific Knowledge

The learner will:

- Observe the world using the five senses;
- Generate reasonable questions about the world based on observations;
- Develop solutions to unfamiliar problems through reasoning, observation and/or

- experiment; and
- Construct charts and graphs and prepare summaries of observations.

(b) Reflecting on Scientific Knowledge

The learner will:

- Develop an awareness of the need for evidence in making decisions scientifically; and
- Describe the relationship of science to other forms of creative expression such as language arts and fine arts.

(c) Life Science

The learner will:

- Explain characteristics and functions of observable body parts in a variety of animals;
- Compare and contrast food, energy, and environmental needs of selected organisms,
- Give evidence that characteristics are passed from parents to young; and
- Describe the basic requirements of all living things to maintain their existence.

(d) Physical Science

The learner will:

- Classify common objects and substance according to observable attributes; color, size, shape, smell, hardness, texture, flexibility, length, weight, buoyancy, states of matter, magnetic properties;
- Describe how forces (pushes or pulls) are needed to speed up, slow down, stop, or change direction of a moving object;
- Describe possible electrical hazards to be avoided at home and at school; and
- Describe common physical changes in matter-size, shape, melting, and freezing.

(e) Earth Science

The learner will:

- Describe major features of earth's surface;
- Recognize and describe different types of earth materials;
- Describe seasonal changes in weather;
- Describe the atmosphere;
- Describe weather conditions and climate; and
- Describe the motion of earth and moon around the sun.

4. SOCIAL STUDIES

(a) Historical Perspective

(i) Time and Chronology

The learner will:

- Be introduced to the use of analog and digital clocks to develop a sense of time;
- Use weeks, months, years as intervals of time;
- Develop an awareness of historical past, present, and future events in the context of their lives; and
- Organize pictures to show a sequence representing events from their lives and the lives of others.

(ii) Comprehending the Past

The learner will:

- Identify who was involved, what happened and where it happened in stories and events about the past; and
- Become familiar with events of famous women and men representing variety from the past.

(iii) Analyzing and Interpreting the Past

The learner will:

- Research and retell events of personal family history; and
- Explain why accounts of the same event differ.

(iv) Judging Decisions From the Past

The learner will:

- Understand and evaluate decisions made by others as reported in stories.

(b) Geographic Perspective

(i) People, Places, and Culture

The learner will:

- Recognize distinctive land and water features.

(ii) Human/Environments Interaction

The learner will:

- Identify basic human needs;
- Distinguish between human needs and wants; and
- Develop awareness that the environment affects people.

(iii) Location, Movement and Connections

The learner will:

- Identify sites of community services within their surroundings;
- Be introduced to basic map skills; and
- Understand that people and places in other locations influence others.

(iv) Regions, Patterns and Processes

The learner will:

- Identify the features and boundaries of their neighborhoods;
- Compare their community and neighborhood with others; and
- Describe changes in the neighborhood.

(c) Civic Perspective

(i) Purposes of Government

The learner will:

- Develop an awareness of who makes our laws and rules; and
- Understand the need for rules and the consequences for breaking them.

(ii) Ideas of American Democracy

The learner will:

- Identify aspects of school and community life that illustrate fairness and freedom; and
- Recognize that when they choose to act fairly, their conflicts may be resolved.

(iii) American Government and Politics

The learner will:

- Become aware that members of a group can make fair decisions; and
- Develop an awareness of ways that individuals influence each other.

(iv) American Government and World Affairs

The learner will:

- Develop an awareness that events happen in different parts of the world.

(d) Economic Perspective

(i) Individual and Household Choices

The learner will:

- Identify goods and services.

(ii) Role of Government

The learner will:

- Develop an awareness that goods and services may be provided by the government; and
- Identify the goods and services their school and personnel provide.

(iii) Economic Systems

The learner will:

- Distinguish between producers and consumers.

(iv) Trade

The learner will:

- Understand that goods and services create jobs; and
- Be introduced to U.S. coins and currency.

(e) Inquiry

(i) Information Processing

The learner will:

- Understand that there are various sources of information; and
- Organize gathered information to make simple maps and graphs.

(ii) Conducting Investigations

The learner will:

- Develop research skills to answer questions; and
- Communicate the results of the investigation.

(f) Public Discourse and Decision Making

(i) Identifying and Analyzing Issues

The learner will:

- Discuss various school issues of concern; and
- Become aware that others have opinions.

5. HEALTH

The learner will:

- Name the visible parts of the body;
- Explore the five senses;
- Demonstrate an awareness of the proper care of teeth;
- Practice good hygiene habits;
- State the differences between poisons, medicines, and other drugs;
- Demonstrate saying an assertive no;
- State what to do if one is in an uncomfortable situation;
- Identify that feelings are associated with physical illness;
- Note symptoms of feelings that should be reported to adults; and
- Discuss the importance of eating a well-balanced diet.

6. PHYSICAL EDUCATION

The learner will:

- Demonstrate awareness of fitness components (i.e., cardio-respiratory endurance, muscular strength and endurance, flexibility and body composition);
- Demonstrate creative movement;
- Demonstrate motor skills utilizing objects (i.e. bells, beanbags, hoops, ropes);

- Exhibit body awareness, time, space and direction; and
- Demonstrate awareness of physical activities leading toward a healthy lifestyle.

7. ART

(a) Aesthetic Perception

The learner will:

- Recognize design elements and principles (line, color, value, shape, texture, space, rhythm balance and variety) in forms that are material and of human origin.

(b) Artistic Knowledge and Skills

The learner will:

- Develop artistic skills to express and communicate experiences;
- Use drawing and painting techniques to depict feelings and moods; and
- Explore design principles by recognizing basic shapes, lines, and colors.

(c) Acquire Knowledge of Historical and Cultural Development

The learner will:

- Recognize the function of visual arts in the community by describing ways people are involved in them.

(d) Nature and Environment

The learner will:

- Describe works of art, nature and other objects within the total environment by developing design elements.

8. MUSIC

(a) Vocal Music

The learner will:

- Demonstrate the difference between singing and speaking;
- Recognize melodic contour orally and respond with musical movements;
- Recognize that music is arranged in sections that are alike or different;
- Become familiar with diverse styles of music through listening;
- Demonstrate purposeful movement to various styles of music;
- Recognize and identify simple rhythmic notation;
- Recognize the difference between the voices of children and adults; and
- Develop an appreciation for the intrinsic value of music.

(b) Instrumental Music

The learner will:

- Recognize and identify simple rhythmic notation;
- Demonstrate the ability to perform a steady beat on classroom instruments;

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- Use variety of traditional and non-traditional sound sources and electronic media when exploring and creating music; and
 - Be aware of a variety of classroom percussion instruments.

GRADE 1

1. LANGUAGE ARTS

(a) Meaning and Communication

The learner will:

- Read for multiple purposes;
- Demonstrate book-handling skills (cover, title, page, top-to-bottom, left-to-right);
- Demonstrate one-to-one match of print with the spoken word;
- Read text using reading strategies including prior knowledge, predicting, reflecting while reading and picture clues to construct meaning;
- Decode a written selection utilizing phonetic skills to include word families, consonants, and short and long vowel sounds;
- Use the writing process to relate ideas and experiences;
- Begin to construct a complete sentence including naming words, action words, capitalization, and punctuation while using legible manuscript and temporary spelling while moving toward conventional spelling;
- Recognize the relationship between reading, writing, speaking and listening including the use of one's own written work; and
- Listen critically to a story that includes a clear sequence of three events (beginning, middle, end) and retell the story.

(b) Language and Literature

The learner will:

- Demonstrate an awareness of differences used in the context of spoken, written, and visual communications;
- Recognize variations within the English language with regard to geographical location;
- Listen, read, select, and respond to a variety of literature;
- Describe and discuss the similarities of plot and character in literature and other texts from around the world;
- Demonstrate awareness of words that have entered the English language from many cultures;
- Recognize the representation of various cultures as well as one's common heritage in literature and other texts;
- Explain how characters in literature and other texts express attitudes about one another;
- Become aware of and begin to experiment with different ways to express the same idea.

(c) Voice

The learner will:

- Speak in front of groups of various sizes which may include partners, small groups, or large assemblies in an effort to demonstrate appropriate use of expression and articulation while sharing original writing and art work, literature, musical lyrics, interviews and verbal responses;

- Explore works of different authors, speakers, and illustrators to determine how they present ideas and feelings to evoke different responses.

(d) Skills and Processes

The learner will:

- Use a combination of strategies and processes when encountering unfamiliar texts;
- Begin to develop and use strategies for planning, drafting, revising, and editing a variety of texts forms (The Writing Process),
- Monitor his/her progress using a variety of strategies to construct and convey meaning; and
- Read a teacher selected story and complete an illustrated story map including setting, characters, problem, and solution.

(e) Genre and Language

The learner will:

- Conventionally spell a selected list of high frequency and frequently misspelled words;
- Explore how fiction and non-fiction characteristics can be used to convey ideas and perspectives;
- Respond to various genre through dramatization, illustration and written oral communication; and
- Identify text features (i.e., table of contents, headings, titles, graphs).

(f) Test of Understanding

The learner will:

- Explore and reflect on universal themes and substantive issues from oral, visual, and written text (i.e., new friendships and life in neighborhoods);
- Identify and categorize key ideas, concepts, and perspectives found in text; and
- Draw conclusions based on his/her understanding of different views presented in text.

(g) Application

The learner will:

- Make connections between his/her life and key ideas in literature and/or other texts;
- Demonstrate the importance of literacy in day to day living (i.e., reading with a parent, discovering a favorite text, writing to a friend or relative, and illustrating an idea; and
- Use oral, written, or visual texts to identify, explore, and discuss school and community issues and problems, and discuss how one individual or group can make a difference.

(h) Inquiry and Research

The learner will:

- Generate questions, use appropriate resources, organize and interpret information, and develop culminating product (i.e., skits, plays, songs, poems, and personal or creative stories).

(i) Critical Standards

The learner will:

- Verbally relate a personal experience or story in a clear, concise, and sequential manner;
- Recognize that the style and substance of a message reflects the values of a communicator; and
- Become aware of aesthetic qualities such as rhyme, rhythm of the language or repetition..

2. MATHEMATICS

(a) Whole Number and Numeration

The learner will:

- Use models to demonstrate an understanding of whole numbers to 100 and ordinal numbers to 10;
- Read, write, compare, and order whole numbers to 100 and ordinal numbers through 10;
- Read and write numbers in patterns of 2, 5, and 10 to 100 and backwards;
- Recognize in print number words to 10;
- Add and subtract using models;
- Add and subtract using computational algorithms with sums to ten.
- Demonstrate a basic understanding of tens and ones; and
- Exhibit basic estimation skills.

(b) Fractions

The learner will:

- Identify, demonstrate and use the meaning of halves, thirds and fourths using models.

(c) Measurement

The learner will:

- Estimate, compare, and measure length in standard and non-standard units;
- Recognize the concepts of capacity and mass;
- Compare capacity and mass;
- Recognize and interpret half-hour and hour;
- Read the calendar identifying month, day, date, and year;
- Identify pennies, nickels, and dimes;
- Compare and count money using pennies, nickels, and dimes; and
- Use models to demonstrate knowledge of coin value.

(d) Geometry

The learner will:

- Recognize geometric shapes in the surrounding world;
- Sort and describe geometric shapes using manipulative; and
- Construct the geometric shapes of circle, square, rectangle, and triangle using manipulative/instruments.

(e) Statistics and Probability

The learner will:

- Construct, read, and interpret a concrete, pictorial, and bar graph.

(f) Algebraic Ideas

The learner will:

- Recognize and use the concepts of variable in expressions using manipulative.

(g) Problem Solving and Logical Reasoning

The learner will:

- Demonstrate an understanding of a problem by organizing information to formulate a solution; and
- Select and apply appropriate problem-solving strategies (i.e., make an organized list/table; guess and test; use a drawing, graph, or physical model; eliminate possibilities; select appropriate operation to solve one-step problems.

(h) Classification and Sorting

The learner will:

- Demonstrate knowledge of sorting techniques using manipulative;
- Identify and create equivalent sets using manipulative;
- Estimate, create, and identify a set with more/less;
- Identify, interpret, develop and record patterns and determine missing elements; and
- Observe and apply classification and sorting in daily living.

3. SCIENCE

(a) Constructing New Scientific Knowledge

The learner will:

- Generate reasonable questions about the world based on observation;
- Develop solutions to unfamiliar problems through reasoning, observations and/or experiments;
- Manipulate simple mechanical devices and explain how they work;
- Use simple measurement devices to make metric measurements;
- Develop strategies and skills for information gathering and problem solving; and
- Construct charts and graphs, and prepare summaries of observations.

(b) Reflecting on Scientific Knowledge

The learner will:

- Develop an awareness of the need for evidence in making decisions scientifically;
- Show how science concepts can be interpreted through creative expression such as language arts and fine arts;
- Develop an awareness of a sensitivity to the material world;
- Describe how technology is used in everyday life; and
- Develop an awareness of the contributions made to science by people of diverse backgrounds.

(c) Life Science

The learner will:

- Compare and contrast familiar organisms on the basis of observable physical characteristics;
- Explain functions of selected plant parts;
- Give evidence that characteristics are passed from parents to children;
- Identify familiar organisms as part of a food chain or food web and describe their feeding relationships within the web;
- Describe the basic requirements for all living things;
- Design systems that encourage growing of particular plants and animals; and
- Describe positive and negative effects of humans on the environment.

(d) Physical Science

The learner will:

- Classify common objects and substances according to observable attributes; color, size, shape, smell, hardness, texture, flexibility, length, weight, buoyancy, states of matter, magnetic properties;
- Describe possible electrical hazards to be avoided at home and at school;
- Describe common physical changes in matter-size, shape, melting, and freezing;
- Describe or compare motions of common objects in terms of speed and direction;
- Measure weight, dimensions, and temperature of appropriate objects and materials;
- Describe the interaction of magnetic materials with other magnetic materials and non-magnetic materials; and
- Construct simple objects that fulfill a technological purpose.

(e) Earth Science

The learner will:

- Describe major features of the earth's surface;
- Recognize and describe different types of earth materials;
- Describe the atmosphere;
- Describe uses of materials from the earth;
- Describe weather conditions and climate;
- Describe seasonal changes in weather;

- Describe how water exists on earth in three states;
- Trace the path that rain water follows after it falls; and
- Explain appropriate safety precautions during severe weather.

4. SOCIAL STUDIES

(a) Historic Perspective

(i) Time and Chronology

The learner will:

- Use analogs and digital to tell time;
- Understand that calendars show months, weeks and days;
- Distinguish between past and present; and
- Organize events of their lives and the lives of others in sequential order.

(ii) Comprehending the Past

The learner will:

- Identify who was involved, what happened, and where it happened in stories of the past;
- Dramatize historical figures of the past; and
- Be introduced to biographers of women and men from diverse backgrounds.

(iii) Analyzing and Interpreting the Past

The learner will:

- Create a personal time line; and
- Explain how accounts of the same event differ.

(iv) Judging Decisions From the Past

The learner will:

- Recall and evaluate personal decisions and their consequences; and
- Evaluate decisions made as reported in stories about the past.

(b) Geographic Perspective

(i) People, Places and Culture

The learner will:

- Recognize the similarities and differences in lifestyles of people in different cultures; and
- Recognize distinctive land and water features.

(ii) Human/Environment Interaction

The learner will:

- Recognize that lifestyles are affected by their environment;

- Describe environmental changes made by people and it's effect on their lives; and
- Suggest ways people can help improve their environment.

(iii) Location, Movement and Connection

The learner will:

- Be introduced to basic map skills;
- Identify people and places in other locations and how they relate to our lives; and
- Describe why people move to a local community.

(iv) Regions, Patterns and Processes

The learner will:

- Identify the features of a neighborhood;
- Compare their community with others; and
- Describe changes in the community.

(v) Global Issues and Events

The learner will:

- Become familiar with current events.

(c) Civic Perspective

(i) Purpose of Government

The learner will:

- Understand the need for rules and laws and participate in rule making.

(ii) Ideas of American Democracy

The learner will:

- Identify aspects of school and community life that illustrates fairness and freedom.

(iii) Democracy in Action

The learner will:

- Determine ways to solve problems fairly.

(iv) American Government and Politics

(d) Economic Perspective

(i) Individual and Household Choices

The learner will:

- Identify goods and services; and
- Recognize that people must make economic choices.

(ii) Role of Government

The learner will:

- Develop an awareness that goods and services may be provided by the government; and
- Identify goods and services of their school and the people who provide them.

(iii) Economic Systems

The learner will:

- Distinguish between consumers and producers; and
- Describe how the choices they make impact business decisions.

(e) Inquiry

(i) Information Processing

The learner will:

- Locate information using a variety of resources;
- Acquire information from observations; and
- Organize information to make and interpret maps and graphs.

(ii) Conducting Investigation

The learner will:

- Participate in a school community investigation and report the results.

(f) Public Discourse and Decision Making

(i) Identifying and Analyzing Issues

The student will:

- Understand that people have differing opinions.

(ii) Group Discussion

The learner will:

- Discuss school problems.

(iii) Persuasive Writing

The student will:

- Write a sentence expressing their feeling regarding a school decision.

(g) Citizen Involvement

The student will:

- Participate in classroom projects.

5. HEALTH

The learner will:

- Identify the different types of teeth and their function;
- Recognizes causes of tooth decay and methods of prevention;
- Correlate each sense with the appropriate organ;
- Recognize the importance of each sense;
- Recognize the difference between medicine and other drugs;
- Identify the harmful effects of tobacco, alcohol, and drug use;
- Recognize personal safety habits;
- Discuss the importance of eating nutritional foods from all the food groups;
- Identify growth needs;
- Identify the signs and symptoms of communicable diseases;
- List ways to protect self and others when ill;
- Recognize the diverse abilities of people; and
- Recognize the functions of the heart and lungs.

6. PHYSICAL EDUCATION

The learner will:

- Demonstrate awareness of fitness components (i.e., cardiorespiratory endurance, muscular strength and endurance, flexibility and body composition);
- Demonstrate creative movements and progress in rhythmic sequences;
- Demonstrate progress toward the mature form of selected locomotors and non-locomotors skills;
- Demonstrate progress in motor skills of throwing, kicking, catching and rolling;
- Demonstrate progress in responsible personal and social behavior in physical activity;
- Demonstrate an awareness of physical activities leading toward a healthy lifestyle;
- Gain awareness of physical signs when performing moderate and intense levels of physical activities (i.e., heart rate and heavy breathing); and
- Exhibit body awareness, time, space and direction.

7. ART

(a) Aesthetic Perception

The learner will:

- Develop an increase in aesthetic awareness of visual and tactile qualities in works of art, nature, events and objects within the total environment; and
- Recognize design elements and principles (line, color, value, shape, texture, space, repetition, rhythm, balance and variety) in forms that are natural and of human origin.

(b) Artistic Knowledge and Skills

The learner will:

- Develop artistic skills to express and communicate experiences;
- Develop and use visual-arts knowledge and skills in order to express ideas imaginatively;
- Use drawing and painting techniques to depict feelings and moods; and
- Explore design principles by recognizing basic shapes, lines and colors.

(c) Acquire Knowledge of Historical and Cultural Development

The learner will:

- Develop a familiarity with a variety of artworks and understand how they play a role in every culture.
- Understand that art reflects, records, and shapes history, and plays a role in every culture; and
- Appreciate one's own aesthetic values and learn to appreciate differences in the aesthetic values of others.

(d) Develop, Organize, Recognize and Evaluate Design Elements in Art, Nature and the

(e) Environment

The learner will:

- Describe works of art, nature, and other objects within the total environment by developing design elements;
- Communicate using basic art vocabulary; and
- Exercise care and respect for people and materials in the classroom.

8. MUSIC

(a) Vocal Music

The learner will:

- Demonstrate the difference between singing;
- Recognize and identify simple rhythmic notation;
- Identify melodic contour aurally and visually;
- Recognize the music is arranged in sections that are alike or different;
- Become familiar with diverse styles of music through listening;
- Demonstrate purposeful movement to various styles of music; and
- Recognize the difference between the voices of children and adults.

(b) Instrumental Music

The learner will:

- Use a variety of traditional and non-traditional sound sources and electronic media when exploring and creating music; and
- Identify simple classroom percussion instrument.

GRADE 2

1. LANGUAGE ARTS

(a) Meaning and Communication

The learner will:

- Employ multiple strategies to construct meaning;
- Use reading for multiple purposes;
- Read and comprehend general and technical material;
- Demonstrate the ability to write clear and grammatically correct sentences, paragraphs, and compositions;
- Read and write a variety of texts with developing fluency; and
- Focus on meaning and communication as he/she listens, speaks, views, reads and writes.

(b) Language

The learner will:

- Explore and use language appropriate for different contexts;
- Demonstrate awareness of differences in language patterns; and
- Demonstrate awareness of words from other cultures that have entered the English language.

(c) Literature

The learner will:

- Select read, listen to, view and respond thoughtfully to both classic and contemporary texts;
- Describe and discuss the similarities of plot and character in literature and other texts from around the world;
- Describe how characters in literature and other texts can represent members of several different communities;
- Recognize the representation of various cultures as well as one's common heritage in literature; and
- Explain how characters in literature and other texts express attitude about one another.

(d) Voice

The learner will:

- Identify elements of effective communication that influence the quality of one's interaction with others;
- Experiment with the various voices one uses when speaking and writing for different purposes and audiences;
- Explore works of different authors, speakers, and illustrators; and
- Develop a sense of personal voice by explaining one's selection of materials for different purposes and audiences.

(e) Skills and Process

The learner will:

- Use a combination of strategies when encountering unfamiliar texts while constructing meaning;
- Monitor one's progress while beginning to use a variety of strategies to overcome difficulties when constructing and conveying meaning;
- Reflect on one's emerging literacy, set goals, and make appropriate choices through the learning process as he/she develops the ability to regulate learning; and
- Begin to develop and use strategies for planning, drafting, revising, and editing a variety of text forms.

(f) Genre and Craft of Language

The learner will:

- Modify and use mechanics that enhance and clarify understanding;
- Explore how the characteristics of various narrative genre and story elements can be used to convey ideas and perspectives;
- Explore how characteristics of various informational genre and elements of expository text structure can be used to convey ideas;
- Identify and use aspects of the craft of the speaker, writer, and illustrator to formulate and express his/her ideas artistically, and
- Explore how the characteristics of oral, visual, and written texts and the textual aids he/she employs are used to convey meaning.

(g) Depth of Understanding

The learner will:

- Explore and reflect on universal themes,
- Identify and categorize ideas found in texts; and
- Draw conclusions based on one's understanding of text.

(h) Ideas in Action

The learner will:

- Make connections between key ideas in literature and other texts and one's own life;
- Demonstrate his/her developing literacy by using text to enhance one's daily life; and
- Use oral, written, and visual texts to identify and explore school and community issues and problems, and discuss how one individual or group can make a difference

(i) Inquiry and Research

The learner will:

- Generate questions about important issues that affect him/her or topics about which he/she is curious, and use discussion to narrow questions for further exploration;

- Identify and use resources that are most appropriate and readily available for investigating a particular question or topic;
- Organize and interpret information to draw conclusions based on the investigation of an issue or problem; and
- Develop and present conclusions based on the investigation of an issue or problem.

(j) Critical Standards

The learner will:

- Identify discuss and share qualities of oral, visual, and written texts that help him/her communicate for different purposes;
- Discuss choices of reading, writing, speaking, listening, viewing, and representing that reflect aesthetic qualities such as rhyme rhythm of the language, or repetition;
- Create a collection of personal work selected according to both individual and shared criteria, reflecting on the merit of each selection; and
- Recognize that the style and substance of a message reflect the value of a communicator.

2. MATHEMATICS

(a) Whole Numbers and Numeration

The learner will:

- Use models to demonstrate an understanding of whole numbers to 999;
- Read, write, compare and order whole numbers to 999;
- Add and subtract using models and computational algorithms with whole numbers to 99 (grouping and regrouping); and
- Estimate and mentally compute with whole numbers.

(b) Fractions

The learner will:

- Read fractions with 2, 3, 4, or 10 as demonstrate and use the meaning of halves, thirds, fourths, and tenths with models.

(c) Decimals

The learner will:

- Read write decimals as related to money

(d) Measurement

The learner will:

- Recognize common plane and solid figures using manipulative;
- Explain the attributes of geometric shapes using manipulative,
- Predict symmetry using manipulative; and
- Relate real world objects to geometric figures.

(e) Statistics and Probability

The learner will:

- Construct, read, and interpret tables;
- Construct, read, and interpret concrete, pictorial and bar graphs; and
- Compare the likelihood of simple events.

(f) Algebraic Ideas

The learner will:

- Recognize and use the concept of variable in expressions and sentence using manipulative.

(g) Calculators

The learner will:

- Identify specific keys as they relate to basic mathematical operations;
- Use a calculator to compute sums and differences using whole numbers; and
- Interpret the calculator display.

(h) Problem Solving and Logical Reasoning

The learner will:

- Identify, create, and construct patterns using manipulative;
- Sort manipulative according to attributes;
- Organize, interpret and evaluate information pertaining to a problem;
- Select and apply appropriate problem-solving strategies (i.e., make an organized list/table; guess and test; use a drawing, graph, or physical model; eliminate possibilities; select appropriate operation to solve one-step problems; and
- Create and solve story problems.

3. SCIENCE

(a) Constructing New Scientific Knowledge

The learner will:

- Generate reasonable questions about the world based on observations;
- Develop solutions to unfamiliar problems through reasoning, observations and/or experiment;
- Manipulate simple mechanical devices and explain how they work;
- Use simple measurement devices to make metric measurement;
- Develop strategies and skills for information gathering and problem solving; and
- Construct charts, graphs, and prepare summaries of observations.

(b) Reflecting on Scientific Knowledge

The learner will:

- Develop an awareness of the need for evidence in making decisions scientifically;

- Show how science concepts can be interpreted through creative expression such as language arts and fine arts;
- Develop an awareness of sensitivity to the natural world;
- Describe how technology is used in everyday life; and
- Develop an awareness of the contributions made to science by people of diverse backgrounds.

(c) Life Science

The learner will:

- Compare and contrast familiar organisms on the basis of observable physical characteristics;
- Explain characteristics and functions of observable body parts in a variety of animals;
- Describe life cycles of familiar organisms;
- Compare and contrast food, energy, and environmental needs of selected organisms; Explain functions of selected plant parts;
- Give evidence that characteristics are passed from parents to young;
- Explain how fossils provide evidence about the nature of ancient life;
- Explain how physical and behavioral characteristics of organisms help them to survive in their environment;
- Identify familiar organisms as part of a food web and describe their feeding relationship with the web;
- Describe the basic requirements for all living things to maintain their existence;
- Describe systems that encourage growing of particular plants and animals;
- Describe positive and negative effects of humans on the environment.

(d) Earth Science

The learner will:

- Recognize and describe different types of earth materials;
- Describe how water exists on earth in three states;
- Trace the path that rain water follows after it falls;
- Identify sources of drinking water;
- Describe uses of water;
- Describe water conditions and climate; and
- Explain appropriate safety precautions during severe weather.

(e) Physical Science

The learner will:

- Classify common objects and substances according to observable attributes/properties;
- Describe possible electrical hazards to be avoided at home and at school;
- Describe common physical changes in matter-size, shape, melting, and freezing;
- Prepare mixtures and separate them into their component parts;
- Describe or compare motions of common objects in terms of speed and direction;
- Explain how forces (push and pull) are needed to speed up, slow down, stop, or change the direction of a moving object;

- Describe sounds in terms of their properties;
- Explain how sounds are made;
- Describe light from a light source in terms of its properties;
- Explain how light illuminates objects; and
- Explain how shadows are made.

4. SOCIAL STUDIES

(a) Historical Perspective

(i) Time and Chronology

The learner will:

- Use analog and digital clocks to tell time;
- Use weeks, months and years as interval of time;
- Distinguish among the past, the present, and the future;
- Construct a timeline of historical events; and
- Place events of their lives and the lives of others in chronological order.

(ii) Comprehending the Past

The learner will:

- Identify who was involved, what happened and where it happened in stories about the past;
- Be introduced to the past through the eyes and experience of those who were there as revealed through their records;
- Recount events from simple biographies of women and men representing a variety of societies from the past; and
- Identify and explain how individuals in history demonstrated good character and personal value.

(iii) Analyzing and Interpreting

The learner will:

- Construct a narrative about their personal or family history;
- Become aware that historical facts are often viewed from a variety of perspectives;
- Read a bar graph;
- Interpret information presented in a bar graph; and
- Compare information presented in a bar graph.

(iv) Judging Decisions From the Past

The learner will:

- Discuss situations in their lives that required decisions and evaluate the decisions made in light of their consequences; and
- Evaluate decisions made by others as reported in stories about the past.

(b) Geographic Perspective

(i) People, Places and Culture

The learner will:

- Describe the human characteristics of places and find courses for those characteristics (rural, suburban, urban); and
- Identify the natural characteristics of places, landforms, major bodies of water and continents.

(ii) Human/Environment Interaction

The learner will:

- Describe how people use the environment to meet human needs and wants;
- Describe the ways in which their environment has been changed by people and the ways their lives are affected by the environment; and
- Suggest ways the people can help improve their environment.

(iii) Location, Movement and Connections

The learner will:

- Identify locations of significance in their immediate environment and explain reasons for their location;
- Identify people and places in other locations and explain their importance to the community; and
- Identify people, goods, services and ideas in their local community which have come from other places and describe why they moved.

(iv) Regions, Patterns and Processes

The learner will:

- Identify geographic features on maps and globes; and
- Locate their city, state, county and continent on a map or globe.

(v) Global Issues and Events

The learner will:

- Locate and discuss major world events.

(c) Civic Perspective

(i) Purposes of Government

The learner will:

- Cite examples of government carrying out its legal authority in their local community; and
- Describe consequences of not having rules.

(ii) Ideals of American Democracy

The learner will:

- Identify aspects of life at school and in the local community that illustrate justice and freedom.

(iii) Democracy in Action

The learner will:

- Explain how conflicts in school or in the local community might be resolved in ways that are consistent with core democratic values.

(iv) American Government and Politics

The learner will:

- Identify rules at school and in the local community and consider consequences for breaking rules;
- Describe fair ways for groups to make decision; and
- Describe ways that individuals influence each other.

(v) American Government and World Affairs

The learner will:

- Distinguish between events in the country and events abroad; and
- Recognize that events in other countries can affect Americans

(d) Economic Perspective

(i) Individual and Households Choices

The learner will:

- Identify ways families produce and consume goods and services; and
- List ways that individuals can conserve limited resources.

(ii) Business Choices

The learner will:

- Connect economic needs with businesses that meet them; and
- Select a particular good or service and describe the types of resources necessary to produce and distribute it.

(iii) Role of Government

The learner will:

- Describe how a good or service is provided by the local government;
- Discuss the goods and services their school provides and the people who provide them; and
- Discuss an unmet local economic need and purpose of plan to meet it.

(iv) Economic System

The learner will

- Identify examples of markets they experience in their daily life;
- Distinguish between producers and consumers in a market economy; and
- Describe how the choices they make impact business decisions.

(v) Trade

The learner will:

- Recognize economic exchanges in which they participate; and
- Identify United States coin and currency denomination and describe the role of cash in the exchange of good and services.

(e) Public Discourse and Decision Making

(i) Identifying and Analyzing Issues

The learner will:

- Pose a question about matters of public concern that they have encountered in school or in the local community; and
- Compare their own viewpoint about the matter raised with that of another individual.

(ii) Group Discussion

The learner will:

- Engage each other in conversations about issues pertaining to governing their school.

(iii) Persuasive Writing

The learner will:

- Compose a brief statement expressing a decision on an issue in the school or local community.

(f) Citizen Involvement

(i) Responsible Personal Conduct

The learner will:

- Help to determine, interpret, and enforce school rules; and
- Participate in projects designed to help others.

5. MUSIC

(a) Vocal Music

The learner will:

- Explore and apply basic vocal skills through singing in an ensemble;
- Demonstrate an awareness of beat, rhythm, and meter;

- Demonstrate the ability to identify and perform simple rhythmic notation and melodic contour;
- Identify simple musical forms;
- Become familiar with diverse styles of music through listening;
- Demonstrate purposeful movement to various styles of music;
- Recognize the difference between the voices of children and adult males and females;
- Be aware of possible career choices in the field of music; and
- Develop an appreciation for the intrinsic value of music.

(b) Instrumental Music

The learner will:

- Develop the ability to perform rhythmic patterns on classroom instruments;
- Use a variety of traditional and non-traditional sound sources and electronic media when exploring and creating music; and
- Identify sounds of a variety of instruments including many orchestra and band instrument.

6. **HEALTH**

The learner will:

- Identify the basic functions, parts and care of the eye and ear;
- Recognize proper safety procedures (i.e., fire, bike, water, food, drugs); and
- List ways in which one grows other than physically.

7. **PHYSICAL EDUCATION**

The learner will:

- Demonstrate knowledge of fitness components;
- Exhibit creative movement and rhythmic sequences;
- Demonstrate a mature form of selected locomotors and non-locomotors skills (i.e., walk, run, skip, jump, hop, and leap);
- Demonstrate progress toward a mature form of motor skills of kicking, catching, throwing, striking and rolling;
- Show responsible personal and social behavior in physical activity;
- Demonstrate knowledge of physical activities leading toward a healthy lifestyle; and
- Recognize physical signs when performing moderate and intense levels of physical activities.

8. **ART**

(a) Aesthetic Perception

The learner will:

- Develop an increase in aesthetic awareness of visual and tactile qualities in works of art, nature, events, and objects within the total environment;
- Recognize design elements and principles (line, color, value, shape, texture, space, repetition, rhythm, balance and variety) in forms that are natural and of human origin; and
- Categorize and respond aesthetically to visual and tactile characteristics describing ideas, feeling and impressions when observing them in works of art, nature, events, and objects within the total environment.

(b) Artistic Knowledge and Skills Through Creative Expression

The learner will:

- Develop and use visual-arts knowledge and skills in order to express ideas imaginatively;
- Use drawing and painting techniques to depict feelings and moods; and
- Explore design principles by recognizing basic shapes, lines, and colors.

(c) Knowledge of Historical and Cultural Developments

The learner will:

- Develop a familiarity with a variety of artworks and understand how they play a role in every culture;
- Understand that art reflects, records, and shapes history, and plays a role in every culture; and
- Identify and recognize themes in selected works of art from various world cultures.

(d) Develop, Organize, Recognize and Evaluate Design Elements in Art, Nature, and the

(e) Environment

The learner will:

- Describe works of art, nature and other objects within the total environment by developing design elements;
- Communicate using basic art vocabulary; and
- Exercise care and respect for people and materials in the classroom.

GRADE 3

1. LANGUAGE ARTS

(a) Meaning and Communication

The learner will:

- Employ multiple strategies to construct meaning;
- Employ multiple strategies to recognize words as he/she constructs meaning;
- Critically listen to an expository report to form questions and record key information;
- Read and write fluently for multiple purposes to produce compositions;
- Determine the meaning of unfamiliar words using a variety of resources;
- Recognize and use texts as models in writing;
- Begin to edit text and discuss language conventions using appropriate terms and standard proofreading marks;
- Recognize and use author's techniques in composing his/her own texts;
- Orally present a research report on a selected expository topic using appropriate verbal and non-verbal language; and
- Express one's responses to oral, visual, written or media presentations and share, compare and discuss his/her responses with peers.

(b) Language

The learner will:

- Describe language patterns used in his/her spoken, written, and visual communication contexts;
- Describe how features of English vary over time;
- Explore how words normally considered synonyms can have different connotations; and
- Recognize and use language appropriate for varied contexts and purposes.

(c) Literature

The learner will:

- Select, read, listen to, and respond thoughtfully to both classic and contemporary texts;
- Describe and discuss the shared human experiences presented in literature and other texts from around the world;
- Demonstrate awareness that characters and communities in literature reflect life;
- Describe how various cultures and one's common heritage are represented in literature and other texts; and
- Describe how characters in literature and other texts form opinions about one another in ways that can be fair and unfair.

(d) Voice

The learner will:

- Practice using elements of effective communications;
- Develop confidence in presenting oral and written communications;

- Identify the style and characteristics of individual authors, speakers, and illustrations; and
- Develop a sense of personal voice.

(e) Skills and Process

The learner will:

- Use combinations of strategies when encountering unfamiliar texts while constructing meaning; and
- Begin to monitor one's writing using a variety of strategies.

(f) Genre and Language Mechanics

The learner will:

- Identify and use mechanics such as conventional spelling to enhance and clarify understanding;
- Identify, use and explore various narrative genre and story elements; and
- Introduce the use of various informational genre.

(g) Text Understanding

The learner will:

- Compare and contrast key ideas and concepts found in multiple texts; and
- Begin to use conclusions based on understanding of issues presented in texts.

(h) Application

The learner will:

- Identify how personal experiences influence understanding of key ideas in literature and other texts; and
- Begin to combine skills to develop one's literacy.

(i) Inquiry and Research

The learner will:

- Generate questions about important issues that affect him/her;
- Identify and use the kinds of resources that are most useful and most readily available for the particular questions or topics one wishes to investigate;
- Organize and analyze the information to draw conclusions based on one's investigation of an issue or a problem; and
- Using multiple media, develop and present a short presentation to communicate conclusions based on the investigation of an issue or problem

(j) Critical Standards

The learner will:

- Begin to develop individual standards for effective communication for a variety of purposes.

2. MATHEMATICS

(a) Whole Numbers and Numeration

The learner will:

- Read, write, compare, and order whole numbers to one million;
- Use models to demonstrate an understanding of place value;
- Round whole numbers to the nearest 10 and 100;
- Add and subtract using models and computational algorithms with whole numbers to 100 (grouping and regrouping);
- Add and subtract multiples of ten and multiples of one hundred mentally;
- Estimate sums and differences;
- Use models to multiply and to relate division to multiplication; and
- Multiply a two-digit by a three-digit whole number with no regrouping.

(b) Fractions

The learner will:

- Use models to compare and order selected fractions.

(c) Decimals

The learner will:

- Relate decimals to models; and
- Compare and order decimals using models, word names, and decimal symbols.

(d) Measurement

The learner will:

- Use models to identify, describe, and estimate length, weight and volume;
- Tell time to the nearest minute;
- Estimate time, temperature, and money; and
- Recognize and use U.S. coins and bills (five dollars and less).

(e) Geometry

The learner will:

- Recognize and use geometric shapes and their related properties for problem solving in one, two, and three dimensions;
- Compare visually the measure (sizes) of segments, angles and plane region;
- Identify and illustrate appropriate relations among figures (congruence, similarity, intersection, parallelism and perpendicularity) using manipulatives/instruments;
- Use the number line coordinate system to specify locations and distances; and visualize, sketch, and construct geometric objects.

(f) Statistics and Probability

The learner will:

- Construct, read, and interpret tables;
- Construct read and interpret concrete, pictorial, and bar graphs; and

- Compare the likelihood of simple events.

(g) Algebraic Ideas

The learner will:

- Use variable to write and solve open sentences

(h) Calculations

The learner will:

- Use a calculator to compute sums and differences using whole numbers;
- Recognize and use specific calculator keys (c, +, -, x, =) and selected calculator features (i.e., automatic constant);
- Recognize and interpret the calculator display; and
- Use technology as a tool for learning and problem solving.

(i) Problem Solving and Logical Reasoning

The learner will:

- Identify, use, and construct patterns using manipulatives;
- Organize, interpret and evaluate information pertaining to a problem;
- Select and apply appropriate problem-solving strategies (i.e., make an organized list/table; guess and test; use a drawing, graph or physical model; eliminate possibilities; select appropriate operations to solve multi-step problems; write an open sentence); and
- Determine the attributes used to classify a set and vice-versa.

3. SCIENCE

(a) Constructing New Scientific Knowledge

The learner will:

- Generate reasonable questions about the world based on observation;
- Develop solutions to unfamiliar problems through reasoning, observations and/or experiment;
- Manipulate simple mechanical devices and explain how they work;
- Use simple measurement devices to make metric measurements;
- Develop strategies and skills for information gathering and problem solving; and
- Construct charts and graphs, and prepare summaries of observations.

(b) Reflecting on Scientific Knowledge

The learner will:

- Develop an awareness of the need for evidence in making decisions scientifically;
- Show how science concepts can be interpreted through creative expression such as language arts, and fine arts;
- Develop how technology is used in everyday life, and
- Develop an awareness of the contributions made to science by people of diverse backgrounds.

(c) Life Science

The learner will:

- Compare and classify familiar organisms on the basis of observable physical characteristics;
- Describe life cycles of familiar organisms;
- Compare and contrast food, energy, and environment needs of similar organisms;
- Describe functions of selected seed plant parts;
- Give evidence that characteristics are passed from parents to young;
- Explain how fossils provide evidence about the nature of ancient life;
- Explain how physical and behavioral characteristics of organisms help them to survive in their environment;
- Identify familiar organisms as part of a food web and describe their feeding relationships within the web;
- Describe the basic requirements for all living things to maintain their existence;
- Design systems that encourage growing of particular plants and animals; and
- Describe positive and negative effects of humans on the environment.

(d) Earth Science

The learner will:

- Recognize and describe different types of earth materials;
- Explain how rocks and fossil are used to understand the history of the earth;
- Describe natural changes on the earth's surface;
- Describe uses of materials taken from the earth;
- Demonstrate means to recycle manufacturing materials and disposition toward recycling;
- Describe uses of water;
- Describe the atmosphere;
- Describe weather conditions and climate;
- Explain appropriate safety precautions during severe weather
- Describe the sun, moon, and earth; and
- Describe the motions of the earth and the moon around the sun.

(e) Physical Science

The learner will:

- Identify properties of materials which make them useful;
- Construct simple, useful electrical circuits;
- Describe common physical changes in matter-dissolving, evaporating;
- Prepare mixtures and separate them into their component parts;
- Explain how forces (push and pull) are needed to speed up, slow down, stop, or change the direction of a moving object; and
- Identify and use simple machines and describe how they change effort.

4. SOCIAL STUDIES

(a) Historical Perspective

(i) Time and Chronology

The learner will:

- Measure chronological time by decades and centuries;
- Interpret and construct timelines to gain an understanding of the development of your region; and
- Understand the order of major historical events in the United States.

(ii) Comprehending the Past

The learner will:

- Summarize key events in stories describing life from the past in communities;
- Use narratives and graphic data to compare the past of regions with the present-day life in these regions;
- Recount the lives and characters of a variety of individuals from the past; and
- Identify and explain how individuals in history demonstrated good character and personal virtue.

(b) Analyzing and Interpreting

The learner will:

- Use primary sources to reconstruct past events in the regions;
- Differentiate between historical facts and historical interpretations of conflicting accounts in history; and
- Compose simple narrative using events from the history of regions.

(i) Judging Decisions From the Past

The learner will:

- Identify problems from the past that divided regions and analyze the interests and values of those involved; and
- Evaluate decisions made by others as responded in stories about the past.

(c) Geographic Perspective

(i) People, Places and Culture

The learner will:

- Locate and describe cultures and compare the similarities and differences among the roles of women, men and families;
- Locate and describe diverse kinds of regions and explain the reasons for their characteristics and locations; and
- Locate and describe major places and cultures in the regions and compare their characteristics.

(ii) Human/Environment Interaction

The learner will:

- Describe how people use the environment to meet human needs and wants;

- Describe the location, use and importance of different kinds of resources and the consequence of their use;
- Describe the major physical patterns, resources, and land uses of regions; and
- Explain how various people and cultures have interacted with the environment.

(iii) Location, Movement and Connection

The learner will:

- Identify location of significance in communities within regions and explain reason for their location;
- Identify people and places in other locations and explain their importance to the communities within regions; and
- Identify people, goods, services and ideas in communities within regions and explain how they are linked by transportation and communication.

(iv) Global Issues and Events

The learner will:

- Locate and describe major world events that are having an impact on some regions and explain why they are important to the region(s).

(d) Civic Perspective

(i) Purpose of Government

The learner will:

- Develop an awareness of local, state, and national government in the United States and describe the roles of government institutions at all three levels; and
- Give examples of authority and describe consequences of not having rules.

(ii) Ideals of American Democracy

The learner will:

- Identify aspects of life at school, and in their community that illustrates justice and freedom;
- Recognize the specific "rights" guaranteed by the Constitution; and
- Explain responsibilities rights.

(iii) Democracy in Action

The learner will:

- Explain how conflicts in schools or in communities might be resolved in ways that are consistent with core democratic values.

(iv) American Government and Politics

The learner will:

- Identify rules at school and in communities and consider consequences for breaking rules;
- Distinguish among making, enforcing, and interpreting laws;

- Develop an awareness of how law is used to manage conflict in American society; and
- Describe how citizens participate in the election process.

(v) American Government and World Affairs

The learner will:

- Recognize various ways that nations of the world interact with each other; and
- Recognize that events in other countries can affect Americans.

(e) Economic Perspective

(i) Individual and Household Choices

The learner will:

- Define scarcity as an issue when making economic decision;
- Identify the opportunity costs in personal decision making situations; and
- Use a decision making model to explain a personal choice.

(ii) Business Choices

The learner will:

- Select a particular good or service and describe the types of resources necessary to produce and distribute it.

(iii) Role of Government

The learner will:

- Explain how decisions are made at local and state levels involving a public good or service;
- Identify the goods and services provided by local and state government and cite examples of each; and
- Identify an unmet local economic need and determine how it could be resolved by local government.

(iv) Economic System

The learner will:

- Distinguish between producers and consumers in a market economy; and
- Describe how the choices they make impact business decision.

(v) Trade

The learner will:

- Trace the national origin of common household items and the trade flows which brought them to the United States;
- Describe benefits of international trade to consumers and producers; and
- Describe how businesses are involved in trade as producers, distributors, importers, and exporters.

(f) Inquiry

(i) Information Processing

The learner will:

- Locate information about local, state, and national communities using a variety of traditional sources, electronic technologies and direct observations;
- Organize social source information to make maps, graphs and tables; and
- Interpret social science information about local, state and national communities and regions from maps, graphs, and charts.

(ii) Conducting Investigations

The learner will:

- Pose a social science question about a local community within a region;
- Gather and analyze information using appropriate information technologies to answer the question posed;
- Construct an answer to the question posed and support their answer with the evidence; and
- Report the results of their investigation, including the procedures followed.

(g) Public Discourse and Decision Making

(i) Identifying and Analyzing Issues

The learner will:

- Pose a question about matters of public concern in the local, state, and national community and region;
- Explain how a public concern became a problem and why people disagree about it; and
- Evaluate possible resolution of a public concern.

(ii) Group Discussion

The learner will:

- Engage each other in conversations about issues pertaining to local, state and national policy.

(iii) Persuasive Writing

The learner will:

- Compose a short essay expressing a decision on an issue in the local, state and national community.

(h) Citizen Involvement

(i) Responsible Personal Conduct

The learner will:

- Record how their behavior has been guided by concern for rules; and

- Engage in activities intended to contribute to solving a school or local problem they have studied.

5. HEALTH

The learner will:

- Recognize the basic functions of the human body systems;
- Recognize parts and functions of the skeletal and muscular systems;
- Recognize and identify the five food groups;
- Learn how group norms control the individual; and
- Identify communicable disease.

6. MUSIC

(a) Vocal Music

The learner will:

- Perform with basic vocal skills through expressive song in an ensemble;
- Demonstrate an awareness of beat, rhythm, and meter;
- Demonstrate an awareness of melodic notation;
- Identify simple musical forms;
- Become familiar with diverse styles of music through listening;
- Demonstrate purposeful movement to various styles of music;
- Recognize the difference between the voices of children and adult males and females;
- Be aware of possible career choices in the field of music; and
- Develop an appreciation for the intrinsic value of music.

(b) Instrumental Music

The learner will:

- Develop the ability to perform accompaniments on classroom instruments;
- Use a variety of traditional and non-traditional sound sources and electronic media when exploring and creating music.
- Recognize sounds of variety of instruments including many orchestra and band instruments.

7. PHYSICAL EDUCATION

The learner will:

- Identify fitness components;
- Demonstrate creative movement and rhythmic sequences;
- Demonstrate a more mature form of selected locomotor and nonlocomotor skills (i.e., walk, run, skip, jump, hop, and leap);
- Demonstrate progress toward a mature form of motor skills of kicking, catching, throwing, striking and rolling in lead-up games;
- Demonstrate awareness of responsible and cooperative behavior in physical activity;

- Recognize physical signs when performing moderate and intense levels of physical activities (i.e., heart rate, and heavy breathing);
- Develop awareness of character traits (i.e., best effort, following directions, responsibility and self-control); and
- Demonstrate knowledge of physical activities leading toward a healthy lifestyle.

8. ART

(a) Aesthetic Perception

The learner will:

- Develop an increase in aesthetic awareness of visual and tactile qualities in works of art, nature, events, and objects within the total environment;
- Recognize design elements and principles (line, color, value, shape, texture, space, repetition, rhythm, balance and variety) in forms that are natural and of human origin; and
- Categorize and respond aesthetically to visual and tactile characteristics describing ideas, feeling and impressions when observing them in works of art, nature, events, and objects within the total environment.

(b) Artistic Knowledge and Skills Through Creative Expression

The learner will:

- Develop and use visual-arts knowledge and skills in order to express ideas imaginatively;
- Use drawing and painting techniques to depict feelings and moods; and
- Explore design principles by recognizing basic shapes, lines, and colors.

(c) Knowledge of Historical and Cultural Developments

The learner will:

- Develop a familiarity with a variety of artworks and understand how they play a role in every culture;
- Understand that art reflects, records, and shapes history, and plays a role in every culture; and
- Identify and recognize themes in selected works of art from various world cultures.

(d) Develop, Organize, Recognize and Evaluate Design Elements in Art, Nature, and the

(e) Environment

The learner will:

- Describe works of art, nature and other objects within the total environment by developing design elements;
- Communicate using basic art vocabulary; and
- Exercise care and respect for people and materials in the classroom.

GRADE FOUR

1. LANGUAGE ARTS

(a) Meaning and Communication

The learner will:

- Use multiple strategies to construct meaning;
- Use a variety of texts to multiple purposes;
- Plan and Write fluently for multiple purposes;
- Use correct grammar and writing mechanics;
- Read, write, speak, listen, and interact appropriately; and
- Use a variety of resources to determine the meaning of texts.

(b) Language

The learner will:

- Recognize and use language for varied purposes; and
- Explore usage of multiple word meanings.

(c) Literature

The learner will:

- Demonstrate that literature reflects positive and negative life images; and
- Describe how cultures and heritage are represented in the text.

(d) Voice (Opinion/Expression)

The learner will:

- Practice using elements of effective communication; and
- Identify the style of authors, speakers, and illustrators.

(e) Skills and Process

The learner will:

- Use a combination of strategies to construct meaning;
- Use the writing process for various purposes; and
- Self monitor for meaning when reading and writing.

(f) Genre and Language

The learner will:

- Identify and use story elements and various genre; and
- Identify and use characteristics of various informational genre.

(g) Text Understanding

The learner will:

- Compare and contrast key ideas in multiple sources; and
- Gather information from text to support a position.

(h) Application

The learner will:

- Identify how prior knowledge influence understanding of text;
- Combine listening, reading, and writing skills to strengthen literacy; and
- Use various texts to research how individuals impact his/her world.

(i) Inquiry and Research

The learner will:

- Create questions in order to select a research topic;
- Identify and use various resources to research topics;
- Organize and analyze information based on investigations; and
- Use multi media to communicate conclusions based on research.

(j) Critical Standards

The learner will:

- Evaluate a project in terms of personal standards;
- Create a collection of personal work; and
- Explain preferences in reading and writing based on quality of text.

2. MATHEMATICS

(a) Whole Number and Numeration

The learner will:

- Read, write, compare, order and round whole numbers;
- Use models and computational algorithms to demonstrate an understanding of addition, subtraction, multiplication and division;
- Estimate and mentally compute using whole numbers;
- Identify and use properties of whole numbers; and
- Identify multiples and factors.

(b) Fractions

The learner will:

- Add and subtract fractions with like denominators; and
- Use models to compare and order decimals.

(c) Measurement

The learner will:

- Identify and describe the concepts of length, area and volume;
- Estimate length, perimeter, area, and volume;
- Measure area by the process of covering and volume by the process of filling; and
- Read and estimate temperature in centigrade and Fahrenheit.

(d) Geometry

The learner will:

- Identify, use, and classify selected common shapes, including polygons, using manipulatives;
- Identify and use the properties of congruence and similarity;
- Specify location and distance using a coordinate system on lines and planes; and
- Solve problems using the appropriate relations among shapes.

(e) Statistics and Probability

The learner will:

- Construct, read, interpret, and compare tables;
- Construct, read and interpret picture, bar, circle and line graphs; and
- Determine simple experimental probabilities using manipulatives.

(f) Algebraic Ideas

The learner will:

- Use variables to write and solve open sentences;
- Identify and use the function (rule) that represents a relationship between two sets; and
- Use models to show an understanding of the meaning of negative numbers.

(g) Calculators

The learner will:

- Recognize and use specific calculator keys (CE, \div) and selected calculator features;
- Use a calculator to compute addition, subtraction; multiplication and division with whole numbers and decimals;
- Interpret the calculator display and explain common limitations of the calculator (i.e., decimal number display); and
- Use technology as a tool for learning and problem solving.

(h) Problem Solving and Logical Reasoning

The learner will:

- Create a pattern, given a formal rule;
- Extrapolate by developing a formal rule for a pattern;
- Organize, interpret, and evaluate information pertaining to a problem;
- Select and apply appropriate problem-solving strategies (i.e., make an organized list/table; guess and test; use a drawing, graph, or physical model; eliminate possibilities; select appropriate operations to solve multi-step problems; write an open sentence; solve a simpler problem);
- Interpret and evaluate the solution to a problem;
- Determine the attributes used to classify a set and vice-versa;
- Interpret and use statements involving logical operations and quantifiers (i.e., and, or, not, if...then, some, every, all, no, at least, at most, each, exactly); and
- Recognize and draw valid conclusions from given information.

3. SCIENCE

(a) Constructing New Scientific Knowledge

The learner will:

- Generate reasonable questions about the world based on observation;
- Develop solutions to unfamiliar problems through reasoning, observations and/or experiment;
- Manipulate simple mechanical devices and explain how they work;
- Use simple mechanical devices and explain how they work;
- Use simple measurement devices to make metric measurements;
- Develop strategies and skills for information gathering and problem solving; and
- Construct charts and graphs, and prepare summaries of observations.

(b) Reflecting on Scientific Knowledge

The learner will:

- Develop an awareness of the need for evidence in making decision scientifically;
- Show how science concepts can be interpreted through creative expression such as language arts and fine arts;
- Develop an awareness of and sensitivity to the natural world;
- Describe how technology is used in everyday life; and
- Develop an awareness of the contributions made to science by people of diverse backgrounds.

(c) Physical Science

(i) Matter and Energy

The learner will:

- Identify properties of materials which makes them useful;
- Identify forms of energy associated with common phenomena; and
- Construct simple, useful electrical circuits.

(ii) Changes in Matter

The learner will:

- Describe common physical changes in matter-dissolving and evaporating; and
- Prepare fixtures and separate them into their component parts.

(iii) Motion of Objects

The learner will:

- Describe sounds in terms of their properties; and
- Explain how sounds are made.

(d) Earth Science

(i) Geosphere

The learner will:

- Describe major features of the earth's surface;
- Recognize and describe different types of earth materials;
- Explain how rocks and fossils are used to understand the history of the earth;
- Describe natural changes in the earth's surface; and
- Demonstrate means to recycle manufacturing materials and a disposition toward recycling.

(ii) Hydrosphere

The learner will:

- Describe how water exists on earth's surface;
- Trace the path that rain water follows after it falls;
- Identify sources of drinking water; and
- Describe uses of water.

(iii) Atmosphere and Weather

The learner will:

- Describe water conditions and climate; and explain appropriate safety precautions during severe weather.

(iv) Solar System, Galaxy and Universe

The learner will:

- Describe the sun, moon, and earth; and
- Describe the motions of the earth and the moon around the sun.

(c) Life Science

(i) Organization of Living Things

The learner will:

- Explain characteristics and functions of observable body parts
- Classify familiar organisms on the basis of observable physical characteristics; and
- Compare and contrast food, energy; environment needs of selected; and
- Explain functions of selected plant parts.

(ii) Evolution

The learner will:

- Explain how fossils provide evidence about the nature of ancient life; and
- Explain how physical and behavioral characteristics of organisms help them to survive in their environment.

(iii) Ecosystems

The learner will:

- Identify familiar organisms as part of a food web and describe their feeding relationships within the web;
- Describe the basic requirements for all living things to maintain their existence;
- Design systems that encourage growing of particular plants and animals; and Describe positive and negative effects of humans on the environment.

4. SOCIAL STUDIES

(a) Historical Perspective

(i) Time and Chronology

The learner will:

- Measure chronological time by decades and centuries; and
- Place a major events in the development of their local community and the state of Michigan in chronological order.

(ii) Comprehending the Past

The learner will:

- Summarize key events in stories describing life in Michigan's past;
- Use narratives in graphic data to compare Michigan's past and present-day life;
- Recount lives of a variety of individuals from Michigan's past; and
- Identify and explain how individuals in history demonstrated good character and person virtue.

(iii) Analyzing and Interpreting the Past

The learner will:

- Interpret differing accounts of events in Michigan history and analyze the viewpoints of the authors; and
- Compose simple narratives of events from the history of the state of Michigan.

(iv) Judging Decisions From the Past

The learner will:

- Identify problem from the past that divided the state of Michigan; and
- Evaluate decisions made to solve these problems and then short and long-term consequences.

(b) GEOGRAPHIC PERSPECTIVE

(i) People, Places and Culture

The learner will:

- Locate and describe the major people, places and cultures in Michigan and compare their characteristics; and

- Compare the similarities and differences among the roles of women, men and families in the state of Michigan.

(ii) Human/Environment Interaction

The learner will:

- Explain basic ecosystem concepts and processes;
- Describe the location, use, and importance of different kinds of resources and explain how they are created and the consequences of their use;
- Describe the major physical features, ecosystems, and land uses of Michigan and explain the processes that created them; and
- Explain how various people and cultures have adapted to and modified the environment.

(iii) Location, Movement and Connections

The learner will:

- Describe major kinds of economic activity and explain the factors influencing their location;
- Describe the courses, consequences, routes and movement of major migration to the State of Michigan;
- Explain how transportation and communication link people and places; and
- Describe some of the major movements of goods, people, jobs and information within Michigan and explain the reasons for the movement.

(iv) Regions, Patterns and Processes

The learner will:

- Sketch maps of Michigan, using basic map features;
- Describe the geography of Michigan at major times in history and explain the reasons for its change;
- Describe their physical, economic, and cultural geography of contemporary Michigan and its causes, advantages, and disadvantages; and
- Describe the Great Lakes ecosystem, and explain physical and human processes that act upon them.

(v) Global Issues and Events

The learner will:

- Locate major world events and explain how they impact people and the environment.

(c) Civic Perspective

(i) Purposes of Government

The learner will:

- Distinguish among local, state and national government in the United States and describe the roles and organization of government institutions at all three levels; and

- Give examples of authority and the use of power without authority.

(ii) Ideals of American Democracy

The learner will:

- Become aware of the events that led to the Declaration of Independence;
- Interpret the meaning of specific "rights" guaranteed by the constitution; and
- Explain responsibilities citizens have to uphold constitutional rights.

(iii) Democracy in Action

The learner will:

- Describe what state and federal courts are expected to do; and
- Discuss issues that may arise over constitutional rights.

(iv) American Government and Politics

The learner will:

- Explain the process of making laws through the legislature, enforcing and interpreting the police departments, and interpreting laws through the justice system;
- Explain how law is used to manage conflict in American society;
- Explain the basic organization of the local, state, and federal governments; and
- Describe how citizens participate in election campaigns.

(v) American Government and World Affairs

The learner will:

- Explain various ways that nations of the world interact with each other; and
- Describe how world events have affected Americans.

(d) Economic Perspective

(i) Individual and Household

The learner will:

- Explain how people must face scarcity when making economic decisions;
- Identify the opportunity costs in personal decisions making situations;
- Using a decision making model to explain a personal choice; and
- Analyze the costs, benefits, and alternatives to using consumer credit.

(ii) Business Choices

The learner will:

- Distinguish between natural resources, human capital, and capital equipment in the production of a good or service;
- Distinguish among individual ownership, partnership, and corporation; and
- Examine the historical and contemporary role a major industry has played in the State of Michigan.

(iii) Role of Government

The learner will:

- Use a decision-making model to explain a choice involving a public good or service;
- Distinguish between the economic roles of local, state, and federal government and cite
- Examples of each; and
- Use a local example to assess the effectiveness of the government at providing public goods or resolving an economic dispute.

(iv) Economic System

The learner will:

- Explain how prices are determined in a market economy and how they serve as a means of allocating resources;
- Describe how they act as a producer and a consumer; and
- Analyze how Michigan's locations has impacted its economic development.

(v) Trade

The learner will:

- Trace the national origin of common household items and the trade flows which brought them to the United States;
- Describe benefits of international trade to consumers and producers; and
- Describe how businesses are involved in trade as producers, distributors, importers, and exporters.

(e) Inquiry

(i) Information Processing

The learner will:

- Locate information about local, state, and national communities using a variety of sources and direct observations;
- Organize social science information to make maps, graphs and tables; and
- Interpret social science information about local, state, and national communities from maps, graphs, and charts.

(ii) Conducting Investigation

The learner will:

- Pose a social science question about Michigan;
- Gather and analyze information using appropriate information technologies to answer the question posed;
- Construct an answer to the question posed and support their answer with the evidence; and
- Report the results of their investigation including the procedures followed.

(f) Public Discourse and Decision Making

(i) Identifying and Analyzing Issues

The learner will:

- Pose local, state, and national policy issues as question;
- Explain how a particular public issue became a problem and why people disagree about it; and
- Evaluate possible resolutions of a public issue.

(ii) Group Discussion

The learner will:

- Engage each other in conversations which attempt to clarify and resolve issues pertaining to local, state, and national policy.

(g) Citizen Involvement

(i) Responsible Personal Conduct

The learner will:

- Help to determine, interpret and enforce school rules; and
- Participate in projects designed to help others.

5. HEALTH

The learner will:

- Recognize the basic functions of the six body systems;
- Recognize parts and functions of the skeletal and muscular system;
- Recognize and identify the five food groups;
- Learn how group norms control the individual;
- Identify communicable disease;
- Describe the five-food pyramid; and
- Know about the immune system.

6. MUSIC

(a) Vocal Music

The learner will:

- Demonstrate the difference between singing;
- Recognize and identify and sample rhythmic notations;
- Identify melodic contour aurally and usually.
- Recognize the music is arranged in sections that are alike or different;
- Become familiar with diverse styles of music; and
- Recognize the difference between the voices of children and adults.

(b) Instrumental Music

The learner will:

- Use a variety of traditional and non-traditional sound sources and electronic media when exploring and creating music;
- Identify sounds of a variety of instruments including many orchestra and band instruments; and
- Develop the ability to perform accompaniments on classroom instruments.

7. ART

(a) Aesthetic Perception

The learner will:

- Develop an increase in aesthetic awareness of visual and tactile qualities in works of art, nature, events, and objects within the total environment;
- Recognize and discriminate design elements and principles (line, color, value, shape, texture, space repetition, rhythm, balance, and variety) in forms that are natural and of human origin; and
- Categorize and respond aesthetically to visual and tactile characteristics, examining ideas and feelings about them in works of art, nature, events, and objects within the total environment.

(b) Knowledge and Skills through Creative Expression

The learner will:

- Develop artistic skills to express and communicate experiences;
- Develop and use visual-arts knowledge and skills in order to express ideas imaginatively;
- Demonstrate the ability to use drawing and painting techniques to organize and depict ideas, feelings and moods;
- Understand that a variety of career opportunities exist in the visual arts; and
- Recognize that artists apply their knowledge to create and alter virtually every manufactured object within the environment.

(c) Acquire Knowledge of Historical and Cultural Development

The learner will:

- Develop a familiarity with a variety of artworks and understand how they play a role in every culture;
- Understand that art reflects, records and shapes history, and plays a role in every culture;
- Appreciate one's own aesthetic values and learn to appreciate differences in the aesthetic values of others; and
- Describe the ways that people within a community are involved in the arts through use of visuals (i.e., photos).

(d) Develop, Organize, Recognize, and Evaluation Design Elements in Art, Nature, and the

(e) Environment

The learner will:

- Use design elements (line, color, value, shape, texture) to describe works of art, nature, and other objects within the total environment;
- Compare two artworks of similar style or media to identify qualities that make these works similar or different;
- Communicate using basic art vocabulary; and
- Exercise care and respect for people and materials in the classroom.

8. PHYSICAL EDUCATION

The learner will:

- Identify fitness components;
- Demonstrate awareness of and respect for differences among people in physical activities;
- Participate in varied rhythmic movements, and varieties of dance and cultural games;
- Demonstrate progress toward a mature forum of motor skills of kicking, catching, throwing, striking and rolling in lead-up games;
- Demonstrate awareness of appropriate behavior related to social characteristics (i.e., cooperation, fair play, winning and losing, and leadership) in selected activities;
- Demonstrate awareness of and practice safety appropriate to physical activities;
- Recognize physical signs when performing moderate and intense levels of physical activities;
- Understand appropriate behavior related to personal character traits (i.e., best effort, following directions, responsibility and self-control) in selected activities; and
- Demonstrate awareness of lifetime sports and the importance to physical fitness.

GRADE 5

1. LANGUAGE ARTS

(a) Meaning and Communication

The learner will:

- Read fluently and respond to a variety of text;
- Recognize words and construct meaning using a variety of strategies;
- Use the writing process across the curriculum;
- Express thoughts clearly using correct grammar; and
- Listen and speak effectively in a variety of contexts.

(b) Language

The learner will:

- Recognize that language patterns and spelling vary; and
- Use language appropriate for varied purposes and audiences.

(c) Literature

The learner will:

- Read and analyze a variety of classic and contemporary literature and other texts; and
- Understand the similarities and differences in society

(d) Voice (Opinion/Expression)

The learner will:

- Communicate information accurately and effectively for different purposes and audiences; and
- Demonstrate expressive abilities in oral, written and visual texts.

(e) Skills and Process

The learner will:

- Learn multiple strategies for constructing and conveying meaning in written, spoken, and visual text; and
- Reflect, monitor, and adjust the communication process.

(f) Genre and Craft of Language

The learner will:

- Identify, understand, and appreciate different types of texts;
- Identify and use mechanics that enhance understanding;
- Identify and use writer's craft to express ideas effectively; and
- Identify and use a variety of textual aids to convey meaning.

(g) Depth of Understanding

The learner will:

- Explore and reflect on real world themes and issues; and
- Compare, contrast and draw conclusions based on different perspectives.

(h) Ideas in Action (Application)

The learner will:

- Identify how prior knowledge and personal experiences influence the understand of key ideas; and
- Use oral, written, and visual texts to research how individuals impact his/her community and nation.

(i) Inquiry and Research

The learner will:

- Use a variety of resources, including technology, to research important issues and problems; and
- Develop a multiple media presentation to communicate conclusions.

(j) Critical Standards

The learner will:

- Respond to personal and shared writings and projects; and
- Create and evaluate a collection of personal work.

2. MATHEMATICS

(a) Whole Numbers and Numeration

The learner will:

- Read, write, compare, order, and round whole numbers;
- Write an estimation of sums, differences, products, and quotients;
- Compute mentally with whole numbers;
- Identify and use properties of whole numbers (i.e., commutative, associative, distributive);
- Apply multiples and factors;
- Find the greatest common factor (GCF) and least common multiple (LCM); and
- Identify prime and composite numbers.

(b) Fractions

The learner will:

- Demonstrate and use the meaning of decimals and relate them to fractions;
- Find equivalent decimals using models;
- Compare and order decimals; and
- Add, subtract, and multiply decimals using models and computational algorithms.

(c) Ratio and Percent

The learner will:

- Demonstrate the meaning of ratio and percent; and
- Use models to express ratio as a fraction, decimal, and percent.

(d) Measurement

The learner will:

- Apply the concepts of length, perimeter, area, and volume;
- Estimate length, perimeter, area, and volume;
- Measure area by the process of covering and measure volume by the process of filling; and
- Apply measurement concepts to problem solving.

(e) Geometry

The learner will:

- Solve problems using properties of selected common shapes and three dimensional figures with manipulatives;
- Identify and use the properties of similarity and congruence;
- Recognize and use the transformations of reflection in a line (flip), translation (slide), rotation about a point (turn), and size change (enlargement or reduction);
- Measure and classify angles using manipulatives/instruments; and
- Specify location and distance using a coordinate system on lines and planes.

(f) Statistics and Probability

The learner will:

- Construct, read, and interpret tables, picture graphs, bar graphs, circle graphs, and line graphs;
- Read, interpret, determine and apply descriptive statistics, including mean, median, range and frequency;
- Determine the probabilities and compare the likelihood of simple events happening using manipulatives; and
- Use tables, graphs, descriptive statistics, and probabilities to determine patterns and identify trends.

(g) Algebraic Ideas

The learner will:

- Use variables to write and solve open sentences;
- Recognize and use exponents and power notations, and
- Identify and use the function (rule) that represents a relationship between two sets.

(h) Calculators

The learner will:

- Recognize and use specific calculator keys and selected calculator features (i.e., fraction keys, memory keys);
- Use the calculators to compute addition, subtraction, multiplication, and division with fractions and decimals;

- Interpret the calculator display and explain common limitations of the calculator (i.e., order of operations and decimal number display); and
- Use technology as a tool for learning and problem solving.

(i) Problem Solving and Logical Reasoning

The learner will:

- Create a pattern, given a formal rule;
- Extrapolate by developing a formal rule for a pattern;
- Organize, interpret, and evaluate information pertaining to a problem;
- Select and apply appropriate strategies (i.e., make an organized list/table; guess and test; use a drawing, graph, or physical model; eliminate possibilities, select appropriate operations to solve multi-step problems; write an open sentence; solve a simpler problem);
- Interpret and evaluate the solution to a problem;
- Determine the attributes used to classify a set and vice-versa;
- Interpret and use statements involving logical operations and quantifiers (i.e., and, or, not, if...the, some, every, all, no at least, at most, each, exactly); and
- Recognize and draw valid conclusions from given information.

3. SCIENCE

(a) Constructing New Scientific Knowledge

The learner will:

- Generate reasonable questions about the world based on observation;
- Develop solutions to unfamiliar problems through reasoning, observations and/or experiment;
- Manipulate simple mechanical devices and explain how they work;
- Use simple measurement devices to make metric measurements;
- Develop strategies and skills for information gathering and problem solving; and
- Construct charts and graphs, and prepare summaries of observations.

(b) Reflecting on Scientific Knowledge

The learner will:

- Develop an awareness of the need for evidence in making decisions scientifically;
- Show how science concepts can be interpreted through creative expression such as language arts and fine arts;
- Develop an awareness of an sensitivity to the natural world;
- Describe how technology is used in everyday life; and
- Develop an awareness of the contributions made to science by people of diverse backgrounds.

(c) Life Science

The learner will:

- Classify familiar organisms on the basis of observable physical characteristics;
- Compare and classify organisms into major groups on the basis of their structure;

- Describe the life cycle of a flowering plant;
- Describe evidence that plants produce and store food;
- Compare and contrast food, energy, and environmental needs of selected organisms;
- Give evidence that characteristics are passed from parents to young;
- Identify familiar organisms as part of a food chain or food web and describe their feeding relationships within the web;
- Describe the basic requirements for all living things to maintain their existence;
- Design systems that encourage growing of particular plants and animals;
- Describe negative and positive effects of humans on the environment;
- Predict the effects of changes in our population in a food web, on other populations;
- Describe the likely succession of a given ecosystem over time; and
- Explain how humans use and benefit from plant and animal materials.

(d) Physical Science

The learner will:

- Identify forms of energy associated with common phenomena;
- Construct simple, useful electrical circuits;
- Explain when length, mass, weights, density, area, volume, or temperature are appropriate to describe the properties of an object or substance;
- Describe common physical changes in matter dissolving and evaporating;
- Describe common physical changes in matter, evaporation, condensation, sublimation, thermal, expansion, and contraction; and
- Describe common chemical changes in terms of the arrangement and motion of atoms and molecules.

(e) Earth Science

The learner will:

- Describe and identify surface features using maps;
- Explain how rocks and minerals are formed;
- Describe, various forms that water takes on the earth's surface and conditions under which they exist;
- Describe how rainwater in Michigan reaches the oceans;
- Describe the origins of pollution in the hydrosphere;
- Describe the composition and characteristics of the atmosphere;
- Describe patterns of changing weather and how they are measured;
- Explain the water cycle and its relationship to weather patterns;
- Describe health effects of polluted air;
- Compare the earth to other planets in terms of supporting life;
- Describe, compare, and explain the motions of planets, moons, and comets in the solar system;
- Describe and explain common observations of the day and night skies; and
- Explain how the solar system formed.

4. SOCIAL STUDIES

(a) Historical Perspective

(i) Time and Chronology

The learner will:

- Place major events in the early history of the United States in chronological order.

(ii) Comprehending the Past

The learner will:

- Summarize the sequence of key events in stories describing life from the past in the United States;
- Use narrative and graphic data to compare the past with present day life in the United States;
- Use historical biographies to recount the lives of individuals from the past in the United States; and
- Identify and explain how individuals in U.S. history demonstrated good character and personal virtue.

(iii) Analyzing and Interpreting

The learner will:

- Interpret conflicting accounts of events in U.S. history and analyze the viewpoints of the authors; and
- Compose narratives of events from U.S. History.

(iv) Judging Decisions From the Past

The learner will:

- Identify problems from the past that divided the U.S. and analyze the interests and values of those involved; and
- Evaluate decisions made to solve past problems in terms of ethical considerations, the interests of those affected by the decisions, and the short and long-term consequences.

(b) Geographic Perspective

(i) People, Places and Culture

The learner will:

- Locate and describe the major places, cultures, and communities of the nation and compare their characteristics.

(ii) Human/Environment Interaction

The learner will:

- Explain basic ecosystem concepts and processes;

- Describe the location, use, and importance of different kinds of resources and explain how they are created and the consequences of the use;
- Describe the major physical patterns, ecosystems, resources, and land uses of the state, region, and country and explain the processes that created them; and
- Explain how various people and cultures have adapted to and modified the environment.

(iii) Location, Movement and Connections

The learner will:

- Describe major kinds of economic activity and explain the factors influencing their location;
- Describe the causes, consequences, routes and movement of major migration to the United States;
- Explain how transportation and communication link people throughout the world; and
- Describe some of the major movements of goods, people, jobs and information within Michigan and the United States and explain the reasons for the movement.

(iv) Regions, Patterns and Process

The learner will:

- Draw, sketch maps of the regions and nation;
- Describe places and culture in the U.S. and compare them with those in other countries; and
- Describe the geography of major United States regions, compare the regions, and explain the processes that created them.

(v) Global Issues and Events

The learner will:

- Locate major world events and explain how they impact people and the environment.

(c) Civic Perspective

(i) Purpose of Government

The learner will:

- Identify and explain the three branches of government at local, state and national levels;
- Give examples of authority in the use of power without authority; and
- Give reasons for limiting the power of government.

(ii) Ideas of American Democracy

The learner will:

- Interpret the development of and summarize the main points in the Declaration of Independence;
- Interpret the meaning of specific "rights" guaranteed by the Constitution; and

- Explain responsibilities citizens have to uphold constitutional rights.

(iii) Democracy in Action

The learner will:

- Describe what state and federal courts are expected to do; and
- Describe issues that may arise over constitutional rights.

(iv) American Government and Politics

The learner will:

- Distinguish between making, enforcing and interpreting laws;
- Analyze how a law is used to manage conflict in American Society;
- Explain the basic organization of the local, state and federal governments; and
- Describe how citizens participate in election campaigns.

(v) American Government and World Affairs

The learner will:

- Explains various ways that nations of the world interact with each other; and
- Describe events in other countries that have affected Americans and, conversely, events within the U.S. that have affected other countries.

(d) Economic Perspective

(i) Individual and Household Choice

The learner will:

- Explain why people must face scarcity when making economic decisions;
- Identify the opportunity costs in personal decision-making situations;
- Use a decision making model to explain a personal choice; and
- Analyze the costs, benefits, and alternatives to using consumer credit.

(ii) Business Choices

The learner will:

- Distinguish between natural resources, human capital, and capital equipment in the production of a good, or service;
- Define and compare individual ownership, partnership, and corporation; and
- Examine to historical and contemporary role a major industry has played in the United State.

(iii) Role of Government

The learner will:

- Use a decision-making model to explain a choice involving a public good or service;
- Distinguish between the economic roles of local, state, and federal governments and cite examples of each; and

- Use a local example to assess the effectiveness of the government at providing public goods or resolving an economic dispute.

(iv) Economic Systems

The learner will:

- Explain how prices are determined in a market economy and how they serve as a means of allocating resources;
- Describe how they act as a producer and as a consumer; and
- Analyze how location has impacted economic development.

(v) Trade

The learner will:

- Trace the national origin of common household items and the trade flows which brought them to the United States;
- Describe benefits of international trade to consumers and producers; and
- Describe how businesses are involved in trade as producers, distributors, importers, and exporters.

(e) Inquiry

(i) Information Processing

The learner will:

- Locate information about local, state and federal communities using a variety of traditional sources, electronic technologies, and direct observations;
- Organize social science information to make maps, graphs, and tables; and
- Interpret social science information about local, state, and national communities from maps, graphs, and charts.

(ii) Conducting Investigations

The learner will:

- Conduct social science investigations;
- Pose a question about the U.S.;
- Gather and analyze information;
- Construct an answer; and
- Report results.

(f) Public Discourse and Decision Making

(i) Identifying and Analyzing Issues

The learner will:

- Post local, state and national policy issues as questions;
- Explain how a particular public issue became a problem and why people disagree about it; and
- Evaluate possible resolutions of a public issue.

(ii) Group Discussion

The learner will:

- Engage each other in conversations which attempt to clarify and resolve issues pertaining to local, state, and national policy.

(iii) Persuasive Writing

The learner will:

- Compose a short essay expressing a position on a local, state or national issue.

(g) Citizen Involvement

The learner will:

- Report how their behavior has been guided by concern for the law; and
- Engage in activities intended to contribute to solving a local, state or national problem they have studied.

5. PHYSICAL EDUCATION

The learner will:

- Identify fitness components;
- Demonstrate awareness of and respect for differences among people in physical activities;
- Participate in varied rhythmic movements, and varieties of dances and cultural games;
- Demonstrate progress toward a nature form of motor skills of kicking, catching, throwing, striking and rolling in lead up games;
- Demonstrate appropriate behavior related to personal character traits (i.e., best effort, following directions, responsibility and self-control) in selected activities;
- Demonstrate awareness of appropriate behavior related to social characteristics (i.e., cooperation, fair play, winning and losing, and leadership) in selected activities;
- Understand and practice safety appropriate to the activities in which one participates; and
- Demonstrate awareness of the importance for physical fitness and a lifetime of physical activity.

6. HEALTH

The learner will:

- Identify the harmful effects of tobacco, alcohol, and drug use;
- Recognize personal safety habits;
- Discuss the importance of eating nutritional foods from all the food groups;
- Identify growth needs;
- Identify the signs and symptoms of communicable disease;
- List ways to protect self and others when ill;
- Recognize the diverse abilities of people;
- Recognize the functions of the heart and lungs;

- Identify the basic functions, parts, and care of the eye and ear;
- Recognize proper safety procedures (i.e., fire, bike, water, food, drugs);
- List ways in which one grows other than physically;
- Recognize the basic functions of the six body systems;
- Recognize parts and functions of the skeletal and muscular system;
- Recognize and identify the five food groups;
- Learn how group norms control the individual;
- Identify conservative agents of communicable disease;
- Describe the five-food pyramid; and
- Know about the immune system.

7. MUSIC

(a) Vocal Music

The learner will:

- Demonstrate proper vocal techniques through expressive singing in an ensemble;
- Respond through purposeful movement to various meters as well as complex rhythmic patterns;
- Identify basic melodic and rhythmic notation;
- Identify simple musical forms;
- Be aware of different genres and styles throughout music history through listening;
- Demonstrate purposeful movement to various styles of music;
- Recognize the difference between the voices of children and adults, adult males and females;
- Be aware of possible career choices in the field of music; and
- Develop an appreciation for the intrinsic value of music.

(b) Instrumental Music

The learner will:

- Demonstrate the ability to sing and accompany oneself using simple patterns on pitched and non-pitched classroom instruments;
- Use a variety of traditional and non-traditional sound sources of electronic when exploring and composing music; and
- Identify sound of a variety of instruments including many orchestra and band instruments and instruments from various cultures.

8. ART

(a) Aesthetic Perception

The learner will:

- Develop an increase an aesthetic awareness of visual and tactile qualities in works of art, nature, events, and objects within the total environment;

- Recognize and discriminate design elements and principles (line, color, value, shape, texture, space, repetition, rhythm, balance, and variety) in forms that are natural and of human origin; and
- Categorize and respond aesthetically to visual and tactile characteristics, examining ideas and feelings about them in works of art, nature, events and objects within the total environment.

(i) Artistic Knowledge and Skills Through Creative Expression

The learner will:

- Develop artistic skills to express and communicate experiences;
- Recognize the value of incorporating personal experiences into one's artwork and respect the originality of others;
- Demonstrate the ability to use drawing and painting techniques to organize and depict ideas, feelings and moods; and
- Produce graphic symbols, signs, and posters using good design elements such as composition, balance, contrast, and color.

(b) Acquire Knowledge of Historical and Cultural Development

The learner will:

- Develop a familiarity with a variety of artworks and understand how they play a role in every culture;
- Understand that art reflects, records, and shapes history, and plays a role in every culture; and
- Describe the ways that people within a community are involved in the arts through use of visuals (i.e. photos).

(i) Develop, Organize, Recognize, and Evaluate Design Elements in Art, Nature and the

(c) Environment

The learner will:

- Use design elements (line, color, value, shape, texture) to describe works of art, nature, and other objects within the total environment;
- Compare two artworks of similar style or media to identify qualities that make these works similar or different;
- Communicate using basic art vocabulary; and
- Exercise care and respect for people and materials in the classroom

ELEMENTARY KEYBOARDING BENCHMARKS

GRADE	CONTENT KNOWLEDGE	APPLICATION OF KNOWLEDGE EXAMPLES	STUDENT EXPECTATIONS	EXAMPLES OF TEACHING/ LEARNING TIME
K	Familiar with keyboard	Exploration	Self-directed learner	All year Weekly practice
1	Left/right hand position (use of yarn on keyboard to give sense of hand positions)	Introduction	Effective communicator	All year Weekly practice
2	Home row hand position Keyfinger accuracy 5 words per minute 50% accuracy	Introduction		All year Weekly practice 10 - 15 minutes per session
3	10 words per minute 80% accuracy Score printout in portfolio Minimum - cover all letter keys, shift, space bar and punctuation	Practice		All year 10-15 minutes per session 2 times per week
4	15 words per minute 85% accuracy Score printout in portfolio Left/right hand position Home row hand position Correct keyfinder	Review		All year 10-15 minutes per session 2 times per week/6 weeks
5	20 words per minute 90% accuracy Score printout in portfolio	Demonstrate		All year 5-10 minutes per session 2 times per week

ELEMENTARY WORD PROCESSING BENCHMARKS

GRADE	CONTENT KNOWLEDGE	APPLICATION KNOWLEDGE EXAMPLES	STUDENT EXPECTATIONS	EXAMPLES OF TEACHING/ LEARNING TIME
K	Familiar with menu Compose, graphic, print	Introduction Create picture and label with letters Sample in portfolio	Effective communicator	Process will occur year long as it is integrated into appropriate grade level curriculum
1	File menu: open, save and print Keys: delete, return, arrow Use mouse to insert cursor	Introduction Creative writing sample Sample in portfolio	Self-directed learner	
2	Review above File, menus, quit Font selection/size	Introduction Collection of original poems (minimum of 2 per student) Sample in portfolio	Critical thinker	
3	File menu: new, open, close, save as (file of document), print preview and print Edit menu: undo Document menu: spelling and thesaurus Tab key Apple menu: chooser to select server or printer when networked	Introduction Use the computer to compose, edit and print a personal letter Sample in portfolio	Creative produce	
4	Review above Access template Edit menu: cut, copy, paste, select all Justification and style Font type and size	Introduction Use the computer to compose, edit and publish a creative writing story Sample in portfolio		
5	Review above Set margins and tabs Create folders and classify own documents	Mastery of introductory skills Use the computer to compose, edit and publish a creative writing story Sample in portfolio		

ELEMENTARY DESKTOP PUBLISHING BENCHMARKS

GRADE	CONTENT KNOWLEDGE	APPLICATION OF KNOWLEDGE EXAMPLES	STUDENT EXPECTATIONS	EXAMPLES OF 'TEACHING/ LEARNING' TIME
2	Type text, choose graphic, edit and print	Exposure	Effective communicator	Process will occur year long as it is integrated into appropriate grade level curriculum
3	File menu: new, open, close, save as, print preview and print Edit menu: undo Reference menu: spelling and thesaurus Picture menu: add graphics Text menu: size	Introduction	Critical thinker Creative producer Self-directed learner	
4	Access template (when necessary) Text menu: font, alignment and style (Optional - border and color)	Introduction	Cooperative contributor	
5	Review above Set margins and tabs	Individual project based on research topics, including electronic resources, from science, social studies or school theme Sample in portfolio		

ELEMENTARY ONLINE TELECOMMUNICATIONS BENCHMARKS

GRADE	CONTENT KNOWLEDGE	APPLICATION OF KNOWLEDGE EXAMPLES	STUDENT EXPECTATIONS	EXAMPLES OF LEARNING TIME
4	Introduce on-line Access through signing on and off Learn acceptable use of communication Knowledge of individual software	Exploration Pen pal communication Research	Effective communicator Responsible citizen Self-directed learner Cooperative contributor	Process will occur year long as it is integrated into appropriate grade level curriculum
5	Review above	Exploration Pen pal communication Research		

ELEMENTARY MULTIMEDIA BENCHMARKS

GRADE	CONTENT KNOWLEDGE	APPLICATION OF KNOWLEDGE -- EXAMPLES	Student Expectations	TEACHING/LEARNING TIME
2	Create text, image, and use existing sound for a multimedia presentation related to content area. (Examples: field trip; thematic units, class book, etc.)	Exploration	Effective communicator Responsible citizen	Process will occur year long as it is integrated into appropriate grade level curriculum
3	Create text, image, and record sound	Exploration	Self-directed learner	
4	Organize and arrange information for a multimedia presentation Create and import images from a variety of sources Create and use sound from a variety of sources Knowledge of currently available software	Implementation	Cooperative contributor	
5	Review above	Application		

Note: Teachers will observe students to ensure correct hand notation

SECTION E

METHODS OF PUPIL ASSESSMENT

Schedule 7c: Methods of Pupil Assessment

The Montessori method of daily observation will validate the student success at Mt. Clemens Montessori Academy. Students will be grouped for the skill areas (Math, Reading, Language Arts), according to the student's individual abilities in those areas. Further, evidence of student success and achievement will be monitored by homework assignments and projects, report cards, portfolios, progress reports, teacher-made tests, random quizzes, running record assessments, MLPP writing assessment, spelling inventory assessment, scheduled exams, participation in classroom discussions, the NWEA assessment (Northwest Evaluation Association), and the Michigan M-Step Assessment (Grades 3-5). Mt. Clemens Montessori Academy has high expectations for all students to meet and exceed the academic core curriculum standards required. This will be demonstrated by achieving success on the measurable standardized assessments.

The Academy works to maintain measurable growth on the standardized assessments. The NWEA assessment is given to Kindergarten through Fifth grade. The Academy works to ensure that 75% of students will meet their target growth from the beginning of the school year to the end of the school year.

Mt. Clemens Montessori Academy students in Third through Fifth Grades will take the Michigan M-Step Assessment in the Spring of each school year as is required by the State of Michigan.

Assessment of students attending the Academy is used as a diagnostic tool. Effective assessment provides administrators, instructors, students, and parents with more accurate and more useful information regarding academic and emotional progress. Assessment provides early recognition of potential problems, weaknesses, and allows for immediate and appropriate action.

Mt. Clemens Montessori Academy believes that effective assessment of students is an ongoing process. Scheduled staff meetings are held monthly to evaluate and discuss each student. These meetings are used to ensure that each student is achieving academic success, that each student is discovering the excitement of learning, that each student is challenged to their highest potential, and that each student realizes a strong sense of personal achievement and self-esteem.

Evidence of the Academy's effectiveness and students success is demonstrated in a variety of ways. Student work is proudly displayed throughout the school highlighting quality and creativity. Students are noted in the Academy's newsletters. Students are asked and encouraged to participate in many activities, respecting their individual interests such as the *Academy Invention Convention*, *Macomb Law Day*, *Anton Art Center*, *Script Spelling Bee*, *Science Olympiad*, *Scouting* and other community events.

Mt. Clemens Montessori Academy provides children the opportunity to lay the foundation for lifelong learning. The Academy and its staff carefully work with each student to ensure that education is built upon children's interests and ability so that each develops a sense of mutual respect. Through this relationship, the student grows in self-esteem, a critical element to education. The environment established at Mt. Clemens Montessori Academy provides the student an opportunity to learn and internalize information and ultimately attain the reward of success and achievement.

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

APPLICATION AND ENROLLMENT REQUIREMENTS

Mt. Clemens Montessori Academy

Enrollment Limits

The Academy will offer Kindergarten through fifth grade. The maximum enrollment shall be 350 students. The Academy will annually adopt maximum enrollment figures prior to its application and enrollment period.

Requirements

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

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

APPLICATION AND ENROLLMENT REQUIREMENTS

Mt. Clemens Montessori Academy

Application Process

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

Legal Notice

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

APPLICATION AND ENROLLMENT REQUIREMENTS

Mt. Clemens Montessori Academy

Re-Enrolling Students

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

APPLICATION AND ENROLLMENT REQUIREMENTS

Mt. Clemens Montessori Academy

Random Selection Drawing

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

Prior to the application period, the Academy shall:

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

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

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

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

SECTION G

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

SECTION 7g: SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

School Calendar

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

School Day Schedule

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

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SECTION H

AGE OR GRADE RANGE OF PUPILS

SECTION 7h: AGE OR GRADE RANGE OF PUPILS

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

Students of the Academy will be children who have reached the age of five (5) by the dates outlined in the Code.