BAY MILLS COMMUNITY COLLEGE

CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS

ISSUED BY

BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS

(AUTHORIZING BODY)

TO

BATTLE CREEK AREA LEARNING CENTER

(A PUBLIC SCHOOL ACADEMY)

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RESOLUTION

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

RESOLUTION NO. 16-42

Approval of Charter School Application for Battle Creek Area Learning Center, Selection of Initial Board Members, Authorization to Organize and Consideration of Issuance of a Public School Academy Contract

WHEREAS, the Michigan Legislature has provided for the establishment of public school academies as part of the Michigan public school system by enacting Act No. 362 of the public Acts of 1993; and

WHEREAS, according to this legislation, the Bay Mills Community College Board of Regents ("College Board"), as the governing body of a tribally controlled community college, is an authorizing body empowered to issue contracts to organize and operate public school academies; and

WHEREAS, the Michigan Legislature has mandated that public school academy contracts be issued on a competitive basis taking into consideration the resources available for the proposed public school academy, the population to be served by the proposed public school academy, the educational goals to be achieved by the proposed public school academy; and

WHEREAS, the College Board has adopted a Resolution 12-01, providing for a method of selection, length of term, number of members, and other relevant provisions governing the operation of public school academies as is required by law; and

WHEREAS, the College Board, having received an application from Battle Creek Area Learning Center for organizing a public school academy as well as the qualifications of potential board members the College Board and/or its designee having reviewed the application and potential board member qualifications according to the provisions set forth by the Michigan Legislature;

NOW, THEREFORE, BE IT RESOLVED:

- 1. That the Academy's application, submitted under the Revised School Code, meets the College Board's requirements and the requirements of applicable law is therefore approved;
- 2. The College Board declares that the method of selection, length of term, and number of board members shall be as follows:
 - A. Method of Selection and Appointment. The College Board shall prescribe the methods of appointment for members of an academy's board of directors. The College Charter Schools Director (the "CSO Director") is authorized to develop and administer an academy board selection and appointment process that includes an Application for Academy Board Appointment and is in accord with these policies:
 - (i) The College Board shall appoint the initial and subsequent academy board of directors by resolution. The CSO Director shall thereafter

The members of an academy board of directors shall not include: (a) employees of the academy; (b) any director, officer, or employee of a service provider or management company that contracts with the academy; (c) any Bay Mills Community College official or employee, as a representative of the Bay Mills Community College Board of Regents.

- E. Oath and Acceptance of Public Office All members of the Academy Board must take the constitutional oath of public office and file an acceptance of office in a form prescribed by the office of the CSO Director. A person appointed to membership on the Academy Board shall be administered the oath at an Academy Board meeting by an existing Academy Board member or other public official.
- F. Removal of Members Any academy board member may be removed by two-thirds (2/3) vote of the academy board or as directed by the College Board.
- G. <u>Initial Members of the Academy Board</u> The College Board appoints the following persons to serve as the initial members of the Academy Board for the designated term of office set forth below:

Charles Crider 3 Year Term 1403 Highland Boulevard Battle Creek, MI 49015

Rhonda Ostrander-Cook 3 Year Term 297 Highland Avenue Battle Creek, MI 49015

Robin Kerr 2 Year Term 108 WahWahTaySee Way Battle Creek, MI 49015

Katherine Fox 2 Year Term 85 Arthur Street Battle Creek, MI 49037

Terris Todd 1 Year Term 135 Irving Park Drive Battle Creek, MI 49037

- 3. The College Board approves and authorizes the execution of a contract to charter a public school academy to the Academy not to exceed a term of eight (8) years and authorizes the CSO Director to issue a contract to charter a public school academy and related documents to the Academy, provided that, before execution of the Contract, the CSO Director affirms that:
 - A. all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract and Applicable Law;

- B. the Academy has submitted all due diligence required by the CSO Director and the College Board's legal counsel and the CSO Director is satisfied that the Academy will be able to operate successfully;
- C. the Academy has identified and secured a facility deemed appropriate by the CSO Director; and
- D. the Contract is substantially similar to previous charter contracts approved by the College Board, with the only changes being those: (i) that are consistent with the Application; or (ii) made by the CSO Director, in consultation with the College Board's legal counsel that are in the best interest of the College Board.
- 4. This resolution shall be incorporated in and made part of the Contract.

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 28 th day of October, 2016 with a vote of for,
opposed, and abstaining.
By: Randy Touchtone, 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 <u>10</u> for, <u>0</u> opposed, and <u>1</u> abstaining.

John Paul Luking, Secretary

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 nomineé; 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

Tab B

CONTRACT TERMS AND CONDITIONS

TERMS AND CONDITIONS

OF CONTRACT

DATED: JULY 1, 2017

ISSUED BY

THE BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS

TO

BATTLE CREEK AREA LEARNING CENTER

CONFIRMING THE STATUS OF

BATTLE CREEK AREA LEARNING CENTER

AS A

MICHIGAN PUBLIC SCHOOL ACADEMY

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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. <u>Certain Definitions</u>. 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 Battle Creek Area Learning Center which is established as a public school academy pursuant to this Contract.
- (b) "Academy Board" means the Board of Directors of the Academy.
- (c) "Accountability Plan" means a Community District accountability plan established, implemented and administered by the State School Reform/Redesign Officer under section 390 of the Code, MCL 380.390.
- (d) "Applicable Law" means all state and federal law applicable to public school academies.

- (e) "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.
- (f) "Authorizing Resolution" means the Resolutions adopted by the College Board on October 28, 2016.
- (g) "Charter Schools Office Director" or "CSO Director" means the person designated by the College Board to administer the operations of the Charter Schools Office.
- (h) "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.
- (i) "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.
- (j) "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.
- (k) "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.
- (l) "College Board Chairperson" means the Chairperson of the Bay Mills Community College Board of Regents or his or her designee. In Section 1.1(m) below, "College Board Chairperson" means the Board Chairperson of the Bay Mills Community College Board of Regents.
- (m) "College Charter Schools Hearing Panel" or "Hearing Panel" means such person(s) as designated by the College Board Chairperson.
- (n) "Community District" means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (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 and codified at MCL 18.445.
- (bb) "State School Reform/Redesign Officer" means the officer described in Section 1280c(9) of the Code, MCL 380.1280c(9), and authorized to act as the superintendent of the State School Reform/Redesign District under Section 1280c(6)(b) of the Code, MCL 380.1280c(6)(b).
- (cc) "Superintendent" means the Michigan Superintendent of Public Instruction.
- (dd) "Terms and Conditions" means this document entitled "Terms and Conditions of Contract, Dated July 1, 2017, Issued by the Bay Mills Community College Board of Regents to Battle Creek Area Learning Center Confirming the Status of Battle Creek Area Learning Center as a Michigan Public School Academy."

- Section 1.2. <u>Captions</u>. 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. <u>Gender and Number</u>. 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. <u>Statutory Definitions</u>. Statutory terms defined in Part 6A of the Code shall have the same meaning in this Contract.
- Section 1.5. <u>Schedules</u>. All Schedules to this Contract are incorporated into, and made part of, this Contract.
- Section 1.6. <u>Application</u>. 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. <u>Conflicting Contract Provisions</u>. 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. <u>Independent Status of Bay Mills Community College</u>. 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 State School Reform/Redesign Officer the accreditation notice required under Section 502 of the Code, MCL 380.502.
- Section 2.2. <u>Independent Status of the Academy</u>. 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. <u>Financial Obligations of the Academy Are Separate From the State of Michigan, College Board and the College</u>. 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. <u>College Board Resolutions</u>. 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. <u>College Board as Fiscal Agent for the Academy</u>. 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. <u>Reimbursement of College Board Expenses</u>. 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. <u>College Board Approval of Condemnation</u>. 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 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. <u>Code Requirements for College Board to Act as Authorizing Body</u>. 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. <u>College Board Subject to Open Meetings Act</u>. 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. <u>College Board Authorizing Body Activities Subject to Freedom of Information Act</u>. 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. <u>Authorizing Body Contract Authorization Process</u>. 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. <u>College Board's Invitation to Academy to Apply For Conversion to Schools of Excellence</u>. 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. <u>Limitation on Actions in Performance of Governmental Functions</u>. 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. <u>Academy Board Members Serve In Their Individual Capacity.</u> 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. <u>Incompatible Public Offices and Conflicts of Interest Statutes</u>. 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. <u>Prohibition of Identified Family Relationships</u>. 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. <u>Dual Employment Positions Prohibited</u>. 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. <u>Oath of Public Office</u>. 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. <u>Nonprofit Corporation</u>. 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. <u>Articles of Incorporation</u>. 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. <u>Bylaws</u>. 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. <u>Quorum</u>. Notwithstanding any document in the Contract that is inconsistent with this Section, including the Academy's Articles of Incorporation and Bylaws, a quorum of the Academy Board that is necessary to transact business and to take action shall be a majority of the Academy Board members as set by the Authorizing Resolution.

ARTICLE VI

OPERATING REQUIREMENTS

- Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the Governance Structure as set forth in Schedule 7a. The Academy shall have four officers: President, Vice-President, Secretary and Treasurer. The officer positions shall be filled by persons who are members of the Academy Board. A description of their duties is included in Schedule 2.
- Section 6.2. <u>Educational Goals</u>. 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. <u>Educational Programs</u>. The Academy shall deliver the educational programs identified in Schedule 7c.
- Section 6.4. <u>Curriculum</u>. The Academy shall implement and follow the curriculum identified in Schedule 7d.
- Section 6.5. <u>Method of Pupil Assessment</u>. 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. <u>Application and Enrollment of Students</u>. 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. <u>School Calendar and School Day Schedule</u>. The Academy shall comply with the school calendar and school day schedule guidelines as set forth in Schedule 7g.
- Section 6.8. <u>Age or Grade Range of Pupils</u>. The Academy shall comply with the age and grade ranges as stated in Schedule 7h.
- Section 6.9. <u>Collective Bargaining Agreements</u>. Collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.
- Section 6.10. <u>Accounting Standards</u>. 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. <u>Annual Financial Statement Audit</u>. 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. 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. <u>Contributions and Fund Raising</u>. 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. <u>Disqualified Organizational or Contractual Affiliations</u>. 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. <u>Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes</u>. 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. <u>Matriculation Agreements</u>. 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. <u>Postings of Accreditation Status</u>. 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. Academy Site Is Former Site of Closed Community District School; State School Reform/Redesign Officer Approval Required. If the Academy's proposed site is located within the geographical boundaries of a Community District and is a site that was a former site of a Community District school closed by the State School Reform/Redesign Office within the last 3 school years, then the College Board shall not issue the Contract unless (a) the new Academy site has a substantially different leadership structure and curricular offering than the previous Community District school that operated at the site; and (b) the State School Reform/Redesign Officer has approved the Academy's use of the site. A copy of the State School Reform/Redesign Officer's approval shall be provided to the Charter Schools Office as part of the Application process.
- Section 6.19. New Public School Academies Located Within The Boundaries of A Community District. If the circumstances listed below in (a) and (b) or (c) apply to the Academy's site, 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 will have 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), of the public schools in this State that the State School Reform/ Redesign Office has determined to be among the lowest achieving 5% of all public schools; or (ii) has been on the list during the immediately preceding 3 school years.
- (b) If an Accountability Plan has been in effect for at least 3 full school years, the Academy's proposed site is at the same location as a public school that has been assigned a grade of "F" under the Accountability Plan for 3 of the preceding 5 school years; or
- (c) 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.

Section 6.20. <u>Community District Accountability Plan</u>. If any part of the Academy's proposed site is located within the geographical boundaries of a Community District, then the Academy shall comply with the Accountability Plan. This provision shall not apply if a statewide accountability system is enacted into law replacing the Accountability Plan.

ARTICLE VII

TUITION PROHIBITED

Section 7.1. <u>Tuition Prohibited; Fees and Expenses</u>. 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. <u>Compliance with Applicable Law.</u> 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 Relation Act, the Prevailing Wage on State Contracts statute, the Uniform Budgeting and Accounting Act, the Revised Municipal Finance Act of 2001, the Elliott-Larsen Civil Rights Act, , the Michigan Handicappers' 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. Additionally, the Academy shall comply with other state and federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state or federal law to the Academy.

ARTICLE IX

AMENDMENT

Section 9.1. <u>Amendments</u>. 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. <u>Process for Amendment Initiated by the Academy.</u> 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. <u>Final Approval of Amendments</u>. 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. <u>Change in Existing Law.</u> 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. <u>Statutory Grounds for Revocation</u>. 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 10.7, 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 10.7, 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. <u>Automatic Amendment Of Contract; Automatic Termination of Contract</u> If All Academy Sites Closed Or Placed In State School Reform/Redesign District; Economic Hardship Termination.

Except as otherwise provided in this Section 10.3, if the College Board is notified by the State School Reform/Redesign Officer that either (i) an Academy site is subject to closure under section 507 of the Code, MCL 380.507 ("State's Automatic Closure Notice"), or (ii) an Academy site is being placed in the State School Reform/Redesign District ("State's Reform District Notice") pursuant to section 1280c(6) of the Code, MCL 380.1280c(6), 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 or the State's Reform District Notice. If the State's Automatic Closure Notice or State's Reform District 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 or the State's Reform District Notice is received without any further action of the College Board or the Academy.

If the Charter Schools Office Director determines, in his or her discretion, that either the closure of one or more sites, or the placement of one or more sites in the State School Reform/Redesign District, creates a significant economic hardship for the Academy as a going concern, then the Charter Schools Office Director 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 10.7(c) do not apply to an automatic termination initiated by the State's Automatic Closure Notice, the State's Reform District Notice, or an Economic Hardship Termination under this Section 10.3.

Following receipt of the State's Automatic Closure Notice or the State's Reform District 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 or the State's Reform District Notice, including the granting of any hardship exemption rescinding the State's Automatic Closure Notice, shall be directed to the State School Reform/Redesign Officer, in a form and manner determined by the State School Reform/Redesign Office or the Michigan Department of Technology Management and Budget.

If the State School Reform/Redesign Officer rescinds the State's Automatic Closure Notice or the State's Reform District Notice for an Academy site or sites, 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 State School Reform/Redesign Officer's school improvement plan, if applicable, for the identified site(s).

Material Breach of Contract; Termination of Contract By College Board Caused By State School Reform/Redesign Officer Order. If the College Board receives notice that (i) an order has been issued by the State School Reform/Redesign Officer under Section 1280c(2) of the Code, MCL 380.1280c(2), placing an Academy site or sites under the supervision of the State School Reform/Redesign Officer; or (ii) an order is issued by the State School Reform/Redesign Officer appointing a Chief Executive Officer to take control of an Academy site or sites pursuant to Section 1280c(7) of the Code, MCL 380.1280c(7), the Charter Schools Office Director may, at his or her discretion, deem such actions a material breach of this Contract. If the Charter Schools Office Director determines that the issuance of such an order constitutes a material breach of this Contract, the Charter Schools Office Director shall notify the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan within thirty (30) days that is acceptable to the Charter Schools Office Director. In addition to other matters, the corrective action plan shall include the Academy's redesign plan, if applicable, prepared pursuant to section 1280c of the Code, MCL 380.1280c.

The development of a corrective action plan under this Section 10.4 shall not in any way limit the rights of the College Board to revoke, terminate, or suspend this Contract. If the Charter Schools Office Director determines that the Academy is unable to develop a corrective action plan that can remedy the material breach and that is acceptable to the College, the Charter Schools Office Director shall recommend that the College Board terminate the Contract at the end of the current school year. If the College Board approves to terminate the Contract under this Section 10.4, the Contract shall be terminated at the end of the current school year without any further action of either party. If this Contract is terminated pursuant to this Section 10.4, the termination and revocation procedures in Section 10.6 and Section 10.7 shall not apply.

Section 10.5. 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 10.6. 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 10.6, the revocation procedures in Section 10.7 shall not apply.

Section 10.7. <u>College Board Procedures for Revoking Contract</u>. The College Board's process for revoking the Contract is as follows:

- (a) <u>Notice of Intent to Revoke</u>. 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 10.7(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) <u>College Board's Contract Reconstitution Provision</u>. 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; or (iv) the appointment of a new Academy Board of Directors or a conservator/trustee to take over operations of the Academy.

Except as otherwise provided in this subsection, reconstitution of the Academy does not restrict the State School Reform/Redesign Officer from issuing an order under section 507 of the Code, MCL 380.507, directing the automatic closure of the Academy's site(s). If, however, the Academy is located within the boundaries of a Community District and an Accountability Plan is in place, the Charter Schools Office shall notify the State School Reform/Redesign Officer that the Plan of Correction includes a reconstitution of the Academy to ensure that the Academy is not subject to automatic closure by the State School Reform/Redesign Officer under section 507 of the Code, MCL 380.507.

- (e) <u>Request for Revocation Hearing</u>. 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 10.7(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 10.7(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.

- 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) <u>College Board Decision</u>. 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 Michigan Department of Education.

- (h) <u>Effective Date of Revocation</u>. 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) <u>Disposition of State School Aid Funds</u>. 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 10.8. <u>Contract Suspension</u>. The College Board's process for suspending the Contract is as follows:
- (a) <u>The Charter Schools Office Director Action</u>. 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 10.7. 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 10.7 shall be expedited as much as possible.
- (b) <u>Disposition of State School Aid Funds</u>. 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, shall be retained by the College Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury upon the State's request.
- (c) <u>Immediate Revocation Proceeding</u>. 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 10.7(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 10.7(f) through (h).

Section 10.9. 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 10.9. This Section 10.9 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 10.10. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, when the College Board, the CSO Director, or the College President determines that the health, safety, educational or economic interest of the Academy or its students is at risk, the College Board, the CSO Director, or the College President may take immediate action against the Academy, provided, however that the CSO Director and the College President may only take such action following consultation with the College Board The College Board, the CSO Director, or the College President may appoint a conservator/ trustee to manage the day-to-day operations of the Academy in place of the Academy Board. A conservator/ trustee appointed under this Section shall have all the powers and authority of the Academy Board under this Contract and Applicable Law. appointment of a conservator/ trustee, the appointment and term of office for each Academy Board member shall be suspended and the conservator/ trustee shall act in place of the Academy Board until the College Board, the CSO Director, or the College President determine that a conservator/trustee is no longer necessary. If this section has been implemented, the Academy is subject to a revocation hearing under Section 10.7, and if the Hearing Panel determines revocation to be appropriate, the revocation shall become effective immediately upon the College Board's decision.

Section 10.11. <u>Academy Dissolution Account</u>. 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 shall 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. <u>The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan.</u> 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.
- 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 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) As required, 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. <u>Insurance</u>. The Academy Board shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverages:
 - (a) real and personal property insurance covering all of the Academy's real and personal property, whether owned or leased;
 - (b) a minimum of general liability insurance of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate;
 - (c) minimum automobile insurance coverage of one million dollars (\$1,000,000) (combined single limit for each accident);
 - (d) workers' compensation insurance or "workers' compensation without employees if any insurance";
 - (e) School Leaders Liability insurance of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate; and

- (f) Employee Dishonesty Insurance of five hundred thousand dollars (\$500,000).
- (g) Certificate must accurately reflect the coverage provided under the Academy's policy.
- (h) Certificate must expressly list or state the coverage for each item specified in the Contract.
- (i) Policy and corresponding certificate, 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 this Agreement.

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 listed in (b), (c) and (e) 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.

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.

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, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the College's insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.3. <u>Legal Liabilities and Covenant Against Suit</u>. 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 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.

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. <u>Criminal Background and History Checks; Disclosure of Unprofessional Conduct; Compliance with School Safety Initiative</u>. 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 ESP contracting with the Academy.

Section 11.7. <u>Special Education</u>. 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.

Section 11.8. <u>Deposit of Public Funds by the Academy</u>. 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.

Section 11.9. <u>Nonessential Elective Courses</u>. 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. <u>Required Provisions for ESP Agreements</u>. 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, demands, 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 Education Service Provider] to perform its obligations under the Contract or Applicable Law. 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 Michigan Department of Education. 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 State School Reform/Redesign Officer under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and Section 10.7 of 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 ESP 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 ESP 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. <u>Administrator and Teacher Evaluation Systems</u>. 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.

ARTICLE XII

GENERAL TERMS

Section 12.1. <u>Notices</u>. 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 Battle Creek Area Learning Center 15 Arbor Street Battle Creek, MI 49015

If to Academy Counsel:

Douglas J McNeil Saunders Winter McNeil 250 Washington Street Grand Haven, Michigan 49417

Section 12.2. <u>Severability</u>. 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. <u>Successors and Assigns</u>. 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. <u>Entire Contract</u>. 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. <u>Assignment</u>. This Contract is not assignable by either the Academy or the College Board.

Section 12.6. <u>Non Waiver</u>. 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. <u>Governing Law</u>. 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. <u>Counterparts</u>. 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. <u>Term of Contract</u>. This Contract shall commence on the date first set forth above and shall remain in full force and effect until June 30, 2025, unless sooner revoked or terminated according to the terms hereof.

Section 12.10. <u>Indemnification</u>. 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. <u>Construction</u>. 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. <u>Force Majeure</u>. 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. <u>No Third Party Rights</u>. 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. <u>Non-agency</u>. 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. <u>Survival of Provisions</u>. 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. <u>Information Available to the Public.</u>

- (a) <u>Information to be provided by the Academy</u>. 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) <u>Information to be provided by Educational Service Providers</u>. 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.

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

nos/

Michael Parish, College Board Designee

Date: July 1, 2017

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.

BATTLE CREEK AREA LEARNING CENTER

Ву:

Rhorda Ostrandek-Cook, Bi

Date: July 1, 2017

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Tab C

CONTRACT SCHEDULES

	Schedules
Articles of Incorporation	1
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Description of Staff Responsibilities	5
Physical Plant Description	6
Required Information for Public School Academy	7

Tab 1

CONTRACT SCHEDULE 1 ARTICLES OF INCORPORATION

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS FILING ENDORSEMENT

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

for

BATTLE CREEK AREA LEARNING CENTER, INC.

ID NUMBER: 769700

received by facsimile transmission on June 27, 2017 is hereby endorsed.

Flied on June 27, 2017 by the Administrator.

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



Sent by Facsimile Transmission

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, In the City of Lansing, this 27th day of June, 2017.

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BUREAU OF COMMERCIAL SERVICES			
Date Received	(FOR BUREAU USE ONLY)		
Douglas J. McNeil (P34321) Saunders Winter McNeil, PLLC 250 Washington Avenue Grand Haven, Michigan 49417			
Occument will be returned to the nam	EFFECTIVE DATE: July 1, 2017		

RESTATED ARTICLES OF INCORPORATION For Use by Domestic Nonprofit Corporations

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 et seq. of the Michigan Compiled Laws, the undersigned corporation executes the following Restated Articles:

- 1. The present name of the corporation is: Battle Creek Area Learning Center, Inc.
- 2. The identification assigned by the Bureau is: 769700
- 3. All former names of the corporation are: Not Applicable
- 4. The date of the filing of the original Articles of Incorporation was: 9/26/2000.

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

ARTICLE I

The name of the corporation is: Battle Creek Area Learning Center, Inc.

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

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.
- 3. To educate all students with high levels of expectation in academic performance and thinking skills while fostering growth in social and emotional behaviors and attitudes by establishment of a non-restrictive environment that allows each student to explore their ancestral tradition and examine their self-spirituality.
- 4. To prepare students to respect and participate in both Native and non-Native culture.

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: \$247,130,00

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 academies.
- e. Other funds lawfully received.

ARTICLE IV

The address of the registered office is 15 Arbor Street Battle Creek, Michigan 49015 The mailing address of the registered office is the same. The name of the resident agent at the registered office is Timothy Allard.

ARTICLE V

The corporation is a governmental entity.

ARTICLE VI

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

ARTICLE VII

Before execution of a contract to charter a public school academy between the corporation and 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 VIII

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 IX

The officers of the corporation shall be a President, Vice-President, Secretary and a Treasurer, each of whom shall be a member of the Board of Directors 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 X

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 XI

These Articles of Incorporation shall not be amended except by the process provided in 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 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 the 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 Licensing and Regulatory Affairs, 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 Restated Articles of Incorporation were adopted by the unanimous consent of the board of directors of the Corporation on May 8, 2017, and shall become effective on July 1, 2017. Notwithstanding the foregoing sentence, the corporation shall not carry out its purposes until the College Board issues a contract to operate a public school academy and the contract is executed by the corporation and the College Board.

The Academy Board President has executed these Arricles of Incorporation on this Arricles of Incorporation on this Arricles of Incorporation on this

By: Rhonda Ostrander-Cook, Board President,

Prepared by: Douglas J. McNeil (P34321) Saunders Winter McNeil, PLLC (616) 847-1000

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Tab 2

CONTRACT SCHEDULE 2 <u>BYLAWS</u>

RESTATED BYLAWS

OF

BATTLE CREEK AREA LEARNING CENTER, INC.

DBA

CALHOUN COMMUNITY HIGH SCHOOL

ARTICLE I

NAME

This organization shall be called Calhoun Community High School (the "Academy" or "Corporation").

ARTICLE II

FORM OF CORPORATION

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

ARTICLE III

OFFICES

- Section 1. <u>Principal Office</u>. The principal office of the Corporation shall be located in the City of Battle Creek, County of Calhoun, State of Michigan.
- Section 2. Registered Office. The registered office of the Corporation may be the same as the principal office of the Corporation, but in any event must be located in the State of Michigan, and be the business office of the resident agent, as required by the Michigan Nonprofit Corporation Act. Changes in the resident agent and registered address of the Academy must be filed with the Michigan Department of Licensing and Regulatory Affairs, Corporations, Securities, & Commercial Licensing Bureau, and reported to the Charter Schools Office.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. <u>General Powers</u>. The business, property and affairs of the Corporation shall be managed by the Academy Board of Directors ("Academy Board"). The Academy Board may exercise any and all of the powers granted to it under the Michigan Non-Profit Corporation Act or pursuant to Part 6A of the Revised School Code ("Code"). The Academy Board may delegate such powers to the officers and committees of the Academy Board as it deems

necessary, so long as such delegation is consistent with the Articles, these Bylaws, the Contract and Applicable Law.

Section 2. <u>College Board Resolution Establishing Method of Selection, Length of Term and Number of Academy Board Members</u>. 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").

ARTICLE V

MEETINGS

Section 1. <u>Annual and Regular Meetings</u>. The Academy Board shall hold an annual meeting each year, as well as monthly meetings thereafter. The Academy Board shall 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 monthly and special meetings to the Charter Schools Office and as required by the Open Meetings Act.

Section 2. <u>Special Meetings</u>. Special meetings of the Academy Board may be called by or at the request of the Academy Board President or 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 to the Charter Schools Office and as required by the Open Meetings Act.

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

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

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

# of Academy Board positions	<u># for Quorum</u>	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

- Section 5. <u>Open Meetings Act</u>. All meetings and committee meetings of the Academy Board shall at all times be in compliance with the Open Meetings Act.
- Section 6. <u>Notice to Directors</u>. The Academy Board shall provide notice of any meeting to each Director stating the time and place of the meeting, with the delivery of such notice personally, by mail, facsimile or electronic mail to each Director at the Director's personal address or electronic mail address. Any Director may waive notice of any meeting by written statement sent by the Director to the Academy Board Secretary before or after the holding of the meeting. A Director's attendance at a meeting constitutes a waiver of the notice of the meeting required under this Section.
- Section 7. <u>Votes By Directors</u>. The Academy Board meeting minutes shall reflect the vote, whether in favor, in opposition or in abstention, of each Director present at the meeting.

ARTICLE VI

COMMITTEES

Section 1. <u>Committees</u>. 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 on the Academy Board or in the offices of the Academy Board or committees created pursuant to this Section; (ii) amendments to the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, the Contract, the Bylaws or Applicable Law. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Academy Board of its activities as the Academy Board may request.

ARTICLE VII

OFFICERS OF THE BOARD

- Section I. <u>Number</u>. The officers of the Corporation shall be a President, Vice-President, Secretary, Treasurer, and such Assistant Treasurers and Assistant Secretaries or other officers as may be selected by the Academy Board.
- Section 2. <u>Election and Term of Office</u>. The Academy Board shall elect its initial officers at its first duly noticed meeting. Thereafter, officers shall be elected annually by the Academy Board at the Corporation's annual meeting. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officer resigns or is removed in the manner provided in Section 3.
- Section 3. <u>Removal</u>. Any officer or agent elected or appointed by the Academy Board may be removed by a majority vote by the Academy Board whenever in its judgment the best interests of the Corporation would be served thereby.

- Section 4. <u>Vacancies</u>. A vacancy in any office shall be filled by appointment by the Academy Board for the unexpired portion of the term of the vacating officer.
- Section 5. President. The President of the Corporation shall be a member of the 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 any standing committees and when designated by the Academy Board, Chairperson of any standing committee established by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Academy Board as may be prescribed by the Academy Board from time to time.
- Section 6. <u>Vice-President</u>. The Vice-President of the Corporation shall be a member of the Academy Board. In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or by the Academy Board.
- Section 7. Secretary. The Secretary of the Corporation shall be a member of the Academy Board. The Secretary shall: (a) keep the minutes of the Academy Board meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or the Academy Board.
- Section 8. <u>Treasurer</u>. The Treasurer of the Corporation 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 Academy 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 9. <u>Assistants and Acting Officers</u>. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy Board shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.

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

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

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

Section 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the 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 Corporation, 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, the College Board, its regents, officers, employees or agents. To avoid creating or perpetuating circumstances in which the possibility of favoritism, conflicts of interest, or impairment of efficient operations may occur, the Corporation will not issue a debt instrument (e.g. loan agreement, promissory note, mortgage, line of credit, etc.) to any person employed by the Corporation or any person who serves on the Academy Board. This prohibition also applies to the issuance of a debt instrument to an entity owned or closely related to any Corporation employee or Academy Board member.

Section 3. <u>Checks, Drafts, etc.</u> All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the Academy Board.

Section 4. <u>Deposits</u>. Consistent with section 1221 of the Code, the Treasurer of the Academy shall deposit the funds of the Academy in a financial institution or in a joint investment authorized by the Code. All additional funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Academy Board may select, provided that such financial institution is eligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, as amended, being MCL 21.146 of the Michigan Compiled Laws.

Section 5. Voting of 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 with respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this Corporation by the President, the Secretary or the Treasurer of this Corporation without necessity of any authorization by the 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.

Serve as Directors. Pursuant to the Code, each Director, officer or employee of the Academy shall comply with the Incompatible Public Office statute, Act No. 566 of the Public Acts of 1978, being sections 15.181 to 15.185 of the Michigan Compiled Laws, and the 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. The Academy Board shall ensure compliance with the Contract and Applicable Law relating to conflicts of interest.

ARTICLE IX

INDEMNIFICATION

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

against such liability under the preceding sentence. The Corporation may, to the extent authorized from time to time by the Academy 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 for such meetings, and (b) the written approval of the changes or amendments by the College President or his designee. In the event that a proposed change is not accepted by the College President or his designee, 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. Amendments to these Bylaws take effect only after they have been approved by both the Corporation's Academy Board and by the College Board or its designee.

ARTICLE XI

CONTRACT DEFINITIONS

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

CERTIFICATION

The Academy Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by unanimous consent of the Academy Board on the 9th day of May, 2017, and shall be deemed effective as of the 1st day of July, 2017

Cotherera le 4/36/17
Secretary

Tab 3

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 the Battle Creek Area Learning Center, 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. <u>Definitions</u>. 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 of money the Academy receives from the State School Aid Fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the State School Aid Act of 1979, as amended.

"State" means the State of Michigan.

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

ARTICLE II

FISCAL AGENT DUTIES

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

Section 2.02. <u>Transfer to Academy</u>. 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. <u>Limitation of Duties</u>. 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 <u>Eligibility for State School Aid Payments</u>. 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. <u>Compliance with State School Aid Act</u>. In order to assure that funds are available for the education of pupils, an Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended.
- Section 4.02. Expenditure of Funds. The Academy may expend funds that it receives from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.
- Section 4.03. <u>Mid-Year Transfers</u>. 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. <u>Repayment of Overpayment</u>. 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. <u>Deposit of Academy Funds</u>. 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. <u>Records</u>. 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, 2017, 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. <u>Representations</u>. 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. <u>Limitation of Liability</u>. 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 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 the Battle Creek Area Learning Center.

BY:	may & martin	
	Mary G. Martin, Executive Director	-
	Bureau of State and Authority Finance	
	Michigan Department of Treasury	

Date: 6-15-17

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 the Battle Creek Area Learning Center.

BY:	May J. Martin	
	Mary G. Martin, Executive Director	
	Bureau of State and Authority Finance	
	Michigan Department of Treasury	

Date: 6-15-17

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 the Battle Creek Area Learning Center.

BY:	Mary & Martin Mary G. Martin, Executive Director	
	Mary G. Martin, Executive Director	
	Bureau of State and Authority Finance	
	Michigan Department of Treasury	
	Date: $\frac{1}{2} - \frac{15}{2}$	

Tab 4

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 Battle Creek Area Learning Center (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. <u>Definitions</u>. 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. <u>Compliance Certification Duties</u>. 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.
- 1. 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. <u>Waiver and Delegation of Oversight Procedures</u>. 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. <u>Records</u>. 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. <u>Administrative Fee</u>. The Academy agrees to pay to the College Board an administrative fee of 3% of the State School Aid Payments received by the Academy. This fee shall be retained by the University Board from each State School Aid Payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for overseeing the Academy's compliance with the Contract and all Applicable Law and other related activities for which compensation is permissible. If the Academy elects to enter into a contract for an administrative review with the [University/ College/ District] 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 [University/ College/ District] Charter Schools Office to the Academy on a fee for service basis, as authorized under the Code.

Section 4.02. <u>Time of the Essence</u>. 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 University or an intermediate school district.

ARTICLE V

TRANSPARENCY PROVISION

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

- A. <u>Information to Be Made Publicly Available by the Academy</u>. 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. <u>Information to Be Made Publicly Available by the ESP</u>. 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

Tab 5

CONTRACT SCHEDULE 5 <u>DESCRIPTION OF STAFF RESPONSIBILITIES</u>

BATTLE CREEK AREA LEARNING CENTER

STAFF RESPONSIBILITIES

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BCALC CEO/Principal/Director	1
BCALC CFO	2
Instructional Coordinator Team Leader	
Pupil Personnel/Guidance Counselor/Director	4
Teaching Staff	5
ESP Agreement	6

BCALC CEO/Principal/Director. The Principal/Director will be accountable for the operational planning, development, day-to-day management and supervision of the staff assigned to the BCALC. The Principal/Director is to provide leadership. The Principal/Director oversees the ancillary and supporting services directly related to the BCALC. The Principal/Director represents the BCALC to the public during the planning and implementation years as well as beyond. The initial and ongoing duties and responsibilities will include: program planning and development; staff/personnel administration; student personnel administration; operations and finance; and community outreach.

BCALC CFO. The CFO/Director of Finance is responsible for overall financial operations of the district, including development and maintenance of annual budget and long range financial projects. This includes the receipt, safe keeping and accounting for, and disbursement of all public funds as required by law and in accordance with Board regulations and policies.

Instructional Coordinator Team Leader. The Instructional Coordinator Team Leader is responsible to support principal, building leadership teams, grade level groups, and departments to plan for and facilitate professional development as it relates to data, curriculum, and instruction.

Duties and Responsibilities include:

- Facilitate the implementation of curriculum through the use of summative and formative data.
- Update curriculum documents (curriculum maps, unit outlines, unit assessments, etc.).
- · Serve as members of their building leadership teams. Participate in building site visits.
- Serve as members of the district leadership team and participate in monthly meetings.
- Participate in training to develop understandings of:
- Effective uses of data
- Effective instruction and assessment
- · Horizontal and vertical alignment curriculum alignment
- · Facilitation of professional development and meeting protocols
- Data Director applications
- Related software applications (Excel, Ed Performance, Zoomerang, etc.)
- Instructional technology applications (i.e. Moodle).
- Report to the Director of Curriculum & Instruction and assigned building administrator. Annual evaluation will be completed for each Instructional team leader.
- · Additional duties/responsibilities may be assigned

Pupil Personnel/Guidance Counselor/Director: This position will assist the Director with all of the BCALC instructional and curricular services, and will be responsible for student support services for the Academy. The Pupil Personnel/Guidance Counselor/Director will assure adequate supervision for a safe and orderly learning environment, coordinate student guidance, and assure strong career development throughout curriculum and support services.

Teaching Staff: The teachers will make a significant difference in the lives of students in ways that can recur again and again through the years. The BCALC will be responsible to provide the best teaching environment as well as the best learning environment for the students. The BCALC will select outstanding teachers. The selected staff must be skilled professionals who are qualified, motivated, and committed to their responsibilities; and who understand the guiding principles of the BCALC. In return, the BCALC will provide teachers with support in all areas related to their teaching arena. The BCALC will also evaluate teachers within the frameworks, guidelines, and laws of the State of Michigan. The BCALC will encourage each teacher to maintain a portfolio that documents his/her work over a year's time containing examples of curriculum units, evidence of community involvement, program participation, and student work that demonstrates professional progress. The teacher is responsible for the overall instruction and discipline for which s/he is certified/endorsed to teach.

Duties and responsibilities include:

- Meet and instruct class.
- Plan a program of study that meets the individual needs of students.
- Create a classroom environment that is conducive to learning.
- Develop lesson plans that are reflective of school goals.
- Utilize a variety of teaching styles to best match the learning styles of students.
- Assess the accomplishments of students utilizing a multi-dimensional approach.
- Establish and maintain classroom behavior standards.
- Assist in ensuring that policies and procedures governing school attendance/participation and all student handbook and Board policies are implemented.
- Establish a parent/professional relationship to individualize student educational planning and implementation.
- Participate in school in-service training programs/university coursework.
- Maintain accurate and complete records as required by law and Board policy.
- Assist in the identification and purchase of instructional materials/supplies.
- Attend staff meetings and serve on staff committees.
- Work with higher educational staff members and programs.
- Conduct research, develop curriculum, and design and implement effective methods of assessing student learning.

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Educational Service Provider Agreement

The Academy's Educational Service Provider Agreement is not yet complete. Pursuant to Section 12.9 of the Contract Terms and Conditions, the Academy shall submit a revised Educational Service Provider Agreement to the Charter Schools Office by September 1, 2017. Upon completion, the Academy shall submit a copy of the executed Educational Service Provider Agreement to the Charter Schools Office, which the Charter Schools Office will then submit to the Michigan Department of Education.

Tab 6

CONTRACT SCHEDULE 6 PHYSICAL PLANT DESCRIPTION

Physical Plant

	<u>Page</u>
Physical Plant Description	6-1
Floor Plan	6-3
Occupancy Approval	6-4
Lease Agreement	6-5

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 the Battle Creek Area Leaning Center ("Academy") is as follows:

Address: 15 Arbor Street, Battle Creek, MI 49015

General Description: BCALC operates in 31,770 square feet located in the north wing of the Territorial School Building, 15 Arbor Street, Battle Creek, MI 49015. This space is on a single level, consisting of eleven educational rooms, including a library, student services center, computer lab, plus an office suite and a small gymnasium (where breakfast and lunch are also served). This space has been leased by BCALC from the Lakeview (Battle Creek) School District since fall of 2006. A copy of the footprint is attached for your information.

Term of Use: Term of Contract.

Configuration of Grade Levels: Ninth through twelfth grade.

Name of School District and Intermediate School District:

Local: Lakeview School District

ISD: Calhoun Intermediate School District

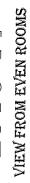
- 3. It is acknowledged and agreed that the following information about this Proposed Site is provided on the following pages, or must be provided to the satisfaction of the College Board, before the Academy may operate as a public school in this state.
 - A. Size of building
 - B. Floor Plan
 - C. Description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

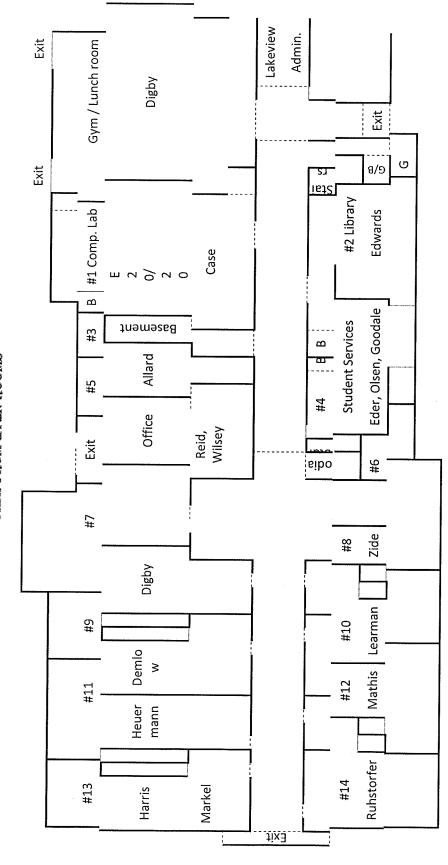
- 5. If the Proposed Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the College Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's 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 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.

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CALHOUN COMMUNITY HIGH SCHOOL

2016-17





CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

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

Safety Inspection
Battle Creek Area Learning Center
15 Arbor Street
Battle Creek, Michigan
Calhoun County

The above named building of Use Group E and Construction Type 2B 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

May 8, 2007

Lease Agreement

The Academy's Lease Agreement is not yet complete. The Academy shall submit a revised Lease Agreement to the Charter Schools Office by September 1, 2017. Upon completion, the Academy shall submit a copy of the executed Lease Agreement to the Charter Schools Office, which the Charter Schools Office will then submit to the Michigan Department of Education.

Tab 7

CONTRACT SCHEDULE 7

$\frac{\textbf{REQUIRED INFORMATION FOR}}{\textbf{PUBLIC SCHOOL ACADEMY}}$

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. <u>Educational Goals</u>. The educational goals of the Academy are set forth in Section b of this Schedule.
- Section c. <u>Educational Programs</u>. The educational programs of the Academy are set forth in Section c of this Schedule.
- Section d. <u>Curriculum.</u> The curriculum of the Academy is set forth in Section d of this Schedule.
- Section e. <u>Methods of Pupil Assessment.</u> The methods of pupil assessment of the Academy are set forth in Section e of this Schedule.
- Section f. <u>Application and Enrollment of Students</u>. The application and enrollment of students criteria of the Academy are set forth in Section f of this Schedule.
- Section g. <u>School Calendar and School Day Schedule</u>. 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.

Tab A

SECTION A GOVERNANCE STRUCTURE

GOVERNANCE STRUCTURE

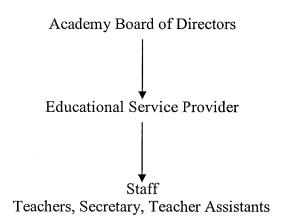
The College Board shall appoint the Board of Directors of the Academy ("Academy Board"). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the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

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

The Academy Board shall manage the business, property and affairs of the Academy. The Academy Board shall set all educational, fiscal and administrative policies for the Academy.

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

The Governance Structure of the Academy:



The Academy Board consists of seven (7) members. Nominations and appointments of subsequent members shall be made in accordance with this Contract. Vacancies in office shall be determined and filled pursuant to the provisions set forth in the Bylaws. The current Academy Board Members are as follows:

Board Member 7 BOE Members	Address	Home Phone	Work/Cell Phone	Email Address	Term
Rhonda Ostrander- Cook Chairperson	297 Highland Ave. Battle Creek, MI 49015	269-753-1237		rostrandercook@gmail.com	3 years
Laura Otte Vice Chairperson	50 Oxford Street Battle Creek, MI 49017	269-274-2651	269-441-1716	lotte@uwbckr.org	
Robin Kerr Treasurer	108 WahWahTaySee Way Battle Creek, MI 49015	269-964-8520	269-580-1300	robin.r.kerr@mac.com	2 years
Katherine Fox Secretary	85 Arthur Street Battle Creek, MI 49015	269-209-3374		Katherinefox2004@Yahoo.com	2 years
Terris Todd	135 Irving Park Dr. Battle Creek, MI 49037	269-209-9018		terrist@caascm.org	1 year
Gilbert Ortiz	1920 Watkins Rd. Battle Creek, MI 49015	269-317-7337	269-282-1340	gilberto@cfatherhood.org	1 year
Chuck Crider	1403 W. Highland Blvd. Battle Creek, MI 49015	269-964-8785	269-419-8323	chuckbater@gmail.com	3 years

Tab B

SECTION B EDUCATIONAL GOALS

Educational Goals

Pursuant to applicable law and the terms and conditions of this Agreement, the Academy shall achieve or demonstrate measurable progress for all groups of pupils toward the achievement of the educational goals identified in this schedule. Although an increase in academic achievement for all groups of pupils as measured by assessments and other objective criteria is the most important factor in determining the Academy's progress toward the achievement of the educational goals, the College also considers other factors. Upon request, the Academy shall provide the College with a written report, along with supporting data, assessing the Academy's progress toward achieving this goal.

Mission Statement

The mission of the Academy is to provide a safe, healthy, supportive learning environment for students who have not found success in traditional high schools. At the Academy all students, with the support of staff, work to achieve their academic potentials and establish life goals, which include both employment and continued learning, as they become responsible citizens in a global community.

Educational Goal to Be Achieved

Academy students will achieve increases in academic attainment relative to past experiences in traditional high schools and will continue to demonstrate improvement towards achievement of academic potential while attending the Academy.

Measures to Assist in Determining Measurable Progress towards Goal Achievement

To assist in determining whether the Academy is achieving measurable progress toward the achievement of this goal, the College will assess the Academy's performance using the following measures:

Measure 1: First semester student achievement

The academic achievement of all students who have been enrolled in the Academy for one full semester will be assessed using the following metric and achievement targets:

Metric - The average student semester GPA

Target – Students who attend and complete their first semester at the Academy will on average achieve a semester GPA at the Academy greater than the semester GPA at the traditional high school attended just prior to attendance at the Academy.

Measure 2: Academy student achievement

The academic achievement of all students who have been enrolled for **one year or more** at the Academy, will be assessed using the following metric and achievement target:

Metric – The average student college readiness level based on scaled scores from the NWEA Measures of Academic Performance test (MAP) tests, as administered in fall, winter and spring.

Target – Students who complete all three MAP* assessments will on average achieve end-of-spring semester scaled scores greater than their initial fall semester MAP assessment in all subjects tested and will therefore demonstrate progress towards grade-level achievement targets

Note: The Academy is new to using NWEA MAP and utilized the 2014-2015 year to establish baseline score information for its students. In 2015-2016 and 2016-2017 the goal remains the same although different interventions are planned to positively impact student outcomes. Additional, more specific achievement targets will be developed in subsequent years.

Measure 3: Year to year school-level academic achievement

The academic achievement of all students who have been enrolled at the Academy, will be assessed using the following metric and achievement targets.

Metric – Course failure rate as calculated based on number of total student failures divided by number of total student classes attempted.

Achievement Target – Students enrolled at the Academy in 2016-2017 will on average achieve a course failure rate less than that achieved in 2014-2015 and 2015-2016.

Calhoun Community High School (Battle Creek Area Learning Center) Data Report on 2015-2016 Educational Goals

June 2016

SUMMARY:

In 2014, as part of the new charter extension requirements of the Michigan Department of Education, CCHS and KCC set educational goals and defined metrics to be used to evaluate these goals in context of the charter extension (see 2015 Schedule 8). Three metrics were identified and below is the performance data based on 2015-2016 academic year data. The data is being reviewed by the CCHS Board and KCC Board for the purposes of evaluation of charter renewal by KCC.

Based on a review of the performance data, CCHS has met all the requirements set forth in Schedule 8 of the 2015 Charter Extension. Use of the educational metrics has been very helpful for both CCHS and KCC in understanding the performance of CCHS students and identifying areas for improvement and celebration.

Measure 1: First Semester Student Achievement

Measure 1 Metric

The academic achievement of all students who have been enrolled in the Academy for one full semester will be assessed using the following metric and achievement targets:

Metric – The average student semester GPA

Target – Students who attend and complete their first year at the Academy will on average achieve a GPA at the Academy greater than the GPA at the traditional high school attended just prior to attendance at the Academy.

Measure 1 Data

Measure 1:	Prior Year GPA	CCHS GPA	Change in GPA	
9th graders	raders 0.00 1.54		1.54	
10th graders	0.86	1.13	0.28	
11th graders	0.79	1.41	0.62	
12th graders	1.08	1.65	0.58	
Overall	0.83	1.46	0.63	

Measure 1 - Target Achieved

The average semester GPA change between the third quarter of high school and third quarter at CCHS reflects an average increase of .63.

CCHS has seen noticeable improvement this year in the area of academic achievement. Much of this success is due to several intervention measures we have implemented in the 2015-2016 school year. First, they have developed a remediation/enrichment period where each day students work in small groups getting intensive support in subject areas where they struggle. This class period has allowed more students to not only gain credit, but also improve grades from just passing to excelling. Second, they have utilized Title 1 funding to extend the school day from 3:00 to 5:00 for a tutoring and credit recovery period. Many students have taken advantage of this program and have seen success in their school work and grades. Third, they have hired a graduation coach to work with juniors and seniors in preparing them for future careers and college. The graduation coach also tracks their success and provides mentoring to the students. These are some of the strategic measures that have led to greater student achievement.

Measure 2: Academy Student Achievement

Measure 2 Metric

The academic achievement of all students who have been enrolled for **one year or more** at the Academy, will be assessed using the following metric and achievement target:

Metric – The average student college readiness level based on scaled scores from the NWEA Measures of Academic Performance test (MAP) tests, as administered in fall, winter and spring.

Target – Students who complete all two MAP assessments will on average achieve endof-spring semester scaled scores greater than their initial fall semester MAP assessment in all subjects tested and will therefore demonstrate progress towards grade-level achievement targets.

Measure 2 Data

Measure 2:	# of students	Language	Math	Reading	Total
9th Grade	3	7.54%	5.90%	50%	4.31%
10th Grade	8	2.21%	5.70%	-1.21%	2.23%
11th Grade	17	4.92%	1.37%	7.87%	4.72%
12th Grade	28	1.48%	3.04%	6.00%	3.51%
Total	56	4.04%	4.00%	3.04%	3.69%

Measure 2 - Target Achieved

Based on aggregate data of all students who completed three full MAP assessments, the average MAP score from Fall to Spring across all subjects increased 3.69%. Further, increases were seen in all subjects and at all grade levels.

That said, 11th grade students showed the greatest increases. The greatest subject level growth was in Reading with a 7.87% increase. The 12th grade students had large growth in their reading level with a 6% increase.

Measure 3: Year to year school-level academic achievement

Measure 3 Metric

The academic achievement of all students who have been enrolled for a minimum of one full year at the Academy, will be assessed using the following metric and achievement targets.

Metric – Course failure rate as calculated based on number of classes failed divided by number of attempted.

Achievement Target – Students who complete a minimum of one full year at the Academy in 2015-2016 will on average achieve a course failure rate less than that achieved in 2013-2014 and 2014-2015.

Measure 3 Data

Measure 3: Failure Rate	# courses passed	# courses failed	# courses attempted	pass rate	failure rate
2013-2014	1793	858	2651	67.63%	32.37%
2014-2015	1849	855	2704	68.38%	31.62%
2015-2016	1986	750	2736	72.58%	27.42%

Measure 3 - Target Achieved

Based on 2651 course attempts, the Course Failure rate for 2013-2014 was 32.37%. For the 2014-2015 year, based on 2704 course attempts, the Course Failure rate was 31.62%. For the 2015-2016 year, based on 2736 course attempts, the Course Failure rate was 27.42%. This represents a decline in Course Failure rate from 2013-2014 to 2015-2016 of 4.95%.

Tab C

SECTION C EDUCATIONAL PROGRAMS

Educational Program

Calhoun Community High School provides a second chance for students to earn that all-important high school diploma and increase their chances of success after high school. Our school is designed for those students who are not making progress in their high schools and those who are seeking a more personalized or stronger school-to-work program. We accept students ages 14-19 at the start of the school year and periodically throughout the year depending on each student's particular situation.

CCHS usually is limited to students attending full time, but the school will provide flexible options where it is consistent with an overall learning plan. Students attending CCHS may also attend classes at the Calhoun Area Career Center, a Cosmetology School, or other approved learning sites. Dual enrollment at Kellogg Community College and onsite virtual learning opportunities are also available options to CCHS students. It is not the school's purpose to help students graduate earlier than scheduled. However, CCHS helps students who are behind in credits graduate as early as possible.

CCHS staff will encourage you to identify career goals and build your educational programs around these goals. CCHS staff nurture student commitment, student achievement and student success. Smaller classes, with more teacher attention and additional assistance where needed, have helped students who had felt lost in the larger area high schools succeed. In <u>Sixteen</u> years we have had more than <u>1000</u> graduates.

We continue to work toward academic rigor and individual support. Our goal is that graduates of CCHS will be ready to take the next step in their lives toward college, technical vocational training, or into the work force or military. We continue to implement our mission around the goals of:

C Career C Character H Health S Service

Calhoun Community High School Parent Involvement Plan

- 1. Purpose: This plan implements the provisions of Section 1118 of the Elementary and Secondary Education Act (No Child Left Behind) at Calhoun Community High School (CCHS). It incorporates nearly two decades of research which indicates that student success is directly related to parental involvement, family engagement and community partnerships at the school-level. Each of these areas will be addressed in an Action Plan for School Year 2011-2012.
- **2. Process:** Based on research (Epstein, *School, Family, and Community Partnerships* 2002, Corwin Press, Inc.), there are six (6) keys to successful School, Family and Community Partnerships. CCHS has adopted these 6 keys in developing this Parent Involvement Plan. These six keys are:
 - **a. Parenting:** Assisting families with parenting and child-rearing skills, understanding adolescent development, and setting home conditions that support children as students at the high school level. Assist schools in understanding families.
 - **b.** Communicating: Communicate with families about school programs and student progress through effective school-to-home and home-to-school communications.
 - **c. Volunteering:** Improve recruitment, training work, and schedules to involve families as volunteers and audiences at the school or in other locations to support students and school programs.
 - **d.** Learning at Home: Involve families with their children in learning activities at home, including homework and other curriculum-related activities and decisions.
 - e. **Decision Making:** Include families as participants in school decisions, governance, and advocacy through advisory councils, committees, action teams and other parent-based organizations.
 - **f.** Collaborating with Community: Coordinate community resources and services for students, families and the school with businesses, agencies and other groups, and provide services to the community.

Implementation of these 6 keys will follow the following guidelines:

✓ Parenting:

- o Information must be provided to <u>all</u> families, <u>not</u> just the ones who attend activities at the school. The goal is to provide full opportunities for the participation of parents with limited English proficiency, parents with disabilities and parents of migratory children.
- o Families must be encouraged to share information with the school about their family background, culture, children's talents, goals, needs, etc. There must be an accompanying vehicle(s) for them to accomplish this.
- o Information provided about parenting must be age-appropriate, usable, and linked to children's success

✓ Communicating:

- Memos, notices, and other print and non-print communications must be clear and understandable for all families.
- Accommodations must be made for non-English speaking families, families with reading difficulties, etc.. All communication must be in a format and language that parents will understand.
- o Maximum effort will be made for flexibility in parent meeting times, transportation, child care or home visits as needed
- Obtaining ideas from families on how to improve design/content of major communications like newsletters, report cards and conference schedules is an on-going process. There must be an accompanying vehicle(s) to permit this exchange of information.
- An easy two-way channel of communications must be established to facilitate communication with school-to-home and home-to-school.

✓ Volunteering:

- O Volunteers have to be recruited widely. Varied talents must be sought and families have to know that their efforts in this regards are very much appreciated.
- Schedules have to be flexible in order to accommodate work schedule of volunteers.
- Time and talents have to be matched to school needs. Volunteers must be trained.
- o Volunteers should be recognized for their assistance.

✓ Learning at Home:

- O Design, coordinate between teachers and home and implement interactive homework in which students must interact with their families in order to accomplish a homework assignment.
- o Involve families and students in all important curriculum-related decisions.

✓ Decision Making:

- Parent leaders from all racial, ethnic, socioeconomic and other groups that make up the school population must be included in the Decision Making process
- Parent leaders must be trained as to how to best represent other families within the school.
- o Student representatives along with parents should serve on Decision Making committees.

✓ Collaborating with the Community:

o Match business, community volunteers & resources with school goals

- Solve "turf" problems (roles, responsibilities, funding, locations) for collaborative activities
- o Inform all families & students about community programs and services
- o Insure equal access to services and programs for all students and families.
- 3. STRUCTURE: CCHS wants to put in place a single structured plan that accomplishes the parent involvement requirements of Title I, at-risk students (Sec 31a), RAP (Special Ed), the CCHS School Improvement Plan, Process/Mentor Training and the requirements of any other state/federal agency that may place requirements on local school districts.
 - **a.** Ideally the structured plan will allow for and, in fact, enable cross-communication between all stakeholders including, but not strictly limited to, teachers, parents, students, administrators, school boards and community partners
 - b. The plan will include a long-range 3-year vision for parent involvement and a oneyear Action Plan
 - c. The lynch-pin of the CCHS Parent Involvement Plan is the Parent/Student Advisory Group
- **4.** Below are some best practices, listed under each key, that are meant to be suggestions for the PSAG as it develops both its 3-year vision and its one-year action plan.
 - a. Parenting—These practices should assist families with parenting skills, setting home conditions to support children as students and assist schools to understand families.
 - i. Workshops—one (1) per quarter. Subject of each to be determined by Parent/Student Advisory Group (PSAG).
 - ii. The PSAG will consider results of parent surveys which they have developed as well as the results of student surveys as sources of information in determining the focus of each Workshop.
 - b. Communicating—These practices should promote effective communications from school to home and from home to school about programs and student progress.
 - i. A conference between each student/parent and school administrator/counselor should be held once each school year with follow ups as necessary.
 - ii. Language translators will be available to assist school staff and families as necessary
 - iii. All communications related to school and parent programs meeting will be in a format, and to the extent possible, in a language the parents can understand.
 - iv. Quarterly, effective newsletters including information about school events, student activities, and parents' questions, reactions and suggestions.

- v. A complete and comprehensive Student Handbook for each student and his/her family will be given to each new student or to each student when the Student Handbook is updated.
- vi. Clear information about selecting courses, programs and activities within schools.
 - 1. Before enrolling the student in the school
 - 2. Continuous after enrollment (quarterly)
- vii. An annual survey of students to determine their reactions to courses, instruction and how well the school is meeting their needs
- viii. An annual survey of parents to determine parent reaction to instruction and the school's accommodation of the family's needs
- ix. Annual staff training on the need for effective communication in a Title I and training on how to effectively communicate with parents with emphasis on nuances that may be required when communicating with the parents of a Title I student.

c. Volunteering—These practices should organize parents into groups that effectively serve and support the school and its students

- i. Keep one parent of a present or past student on the school board. If this option fails then try to identify a former student, who is now an adult, to serve on the school board.
 - ii. Organize and facilitate a Parent/Student Advisory Committee
 - 1. Identify ways that volunteers can serve the school/ students
 - 2. Assist in the recruitment of volunteers for specific purposes.
 - iii. Develop a Volunteer Plan based on recommendations by the Parent/Student Advisory Group
 - iv. Parents will be given reasonable access to staff, opportunities to volunteer and participate in their child's class and observation of classroom activities.
 - v. Train staff on importance volunteers can make in the success of a school.
 - vi. Involve staff with working with volunteers

d. Learning at Home—These practices should involve families with their students in curriculum-related activities and decisions

- i. In a Title I school such as ours, this may be the toughest Key for which to derive effective practices.
- ii. Parent/Student Advisory Group should look at this issue, review student and parent surveys and make recommendations
- iii. Staff should be trained in the importance of interactive homework that requires students to demonstrate and discuss with families what they are learning in class
- iv. Each teacher should include an interactive homework assignment in each class taught each quarter.

- e. Decision Making—These practices should involve parents & students as participants in school decisions
 - i. Parent/Student Advisory Group sets an Action Plan with goals for the year
 - ii. Parent/Student Advisory Group communicates its plan and the results of its plan each year
 - iii. Parent/Student Advisory Group constantly looks for ways to better communicate important school decisions to parents and students alike
- f. Collaborating with the Community—These practices should coordinate resources from the community for families, students and the school as well as determine ways in which the school can provide services to the community
 - i. Provide information to students and families on health, cultural, recreational, social support and other programs or services that can benefit families
 - ii. Develop business partnerships that lead to school visitations, internships, employment, etc.
 - iii. School-based service projects that not only involve students, but their parents as well

Tab D

SECTION D

CURRICULUM

Curriculum

- 1. Curriculum Guide: Overview of Courses
- 2. Curriculum Syllabi

CURRICULUM GUIDE: OVERVIEW OF COURSES

ENGLISH

01001 English 9

This class deals with the elements of a short story and novel. The basics of grammar, mechanics and usage are practiced daily and at other times through daily warm-ups, essays, journals, and quizzes. There are opportunities for basic speaking experiences, reading development, and research projects. Students will be analyzing all four elements of fiction with an emphasis on themes and characters.

01002 English 10

This class explores selected classical prose and poetry in depth. Works are examined by theme, and time is spent learning to discuss a theme, giving examples from the literature read. Formal vocabulary study continues all year. Writing occurs throughout, including character analysis, but takes many different forms: expository, creative and reflective.

01003 English 11

We will read novels throughout the term and throughout the year, a handful of poets are studied, along with short stories and excerpts from longer works. Writing assignments and vocabulary are related to the works being studied.

01004 English 12

This course focuses on poetry, short stories, novels and works of nonfiction. Two books are read each term, some assigned, some the students choice as long as they are appropriate for the students reading level. In addition, students will engage in a variety of interrelated language arts activities to become better listeners, presenters, readers, speakers, viewers and writers.

01104 Creative Writing

Creative Writing courses offer students the opportunity to develop and improve their technique and individual style in poetry, short story, drama, essays, and other forms of prose. The emphasis of the courses is on writing; however, students may study exemplary representations and authors to obtain a fuller appreciation of the form and craft.

SOCIAL STUDIES

04052 World History

World History/Geography is an overview of major eras of world history. Major units to be covered include: Early 20th Century Revolutions, I) World War I, The Holocaust and World War II, & The Origin and End of the Cold War.

04101 US History

American History will start with a review of the Civil War and its significance. The focus of this course, however, will concentrate on Reconstruction to the present. The themes will include reform movements, values, economics, technology, environment, geography, diversity, American culture, American democracy, the United States and the world.

04151 Government

Topics to be covered include core democratic values, the Constitution and its amendments, origins of American government, foundations of democracy, importance of laws, the three branches of the federal government, government systems, the election and voting process, and the formation of political parties. Guest speakers may be invited to address the class and interact with our studies.

04201 Economics

Economic principles and applications will stimulate students to learn about the world of economics and how it affects their own lives. A hands-on application involving the stock market is a favorite part of this course for many.

SCIENCE

03051 Biology

Biology is a course in laboratory science where students investigate the living world around them using field study and laboratory techniques. Students study the diversity, complexity an interconnectedness of living systems. Topics addressed are cell physiology, organ systems, disease-causing organisms, genetics, evolution, characteristics and classification of life forms.

03101 Chemistry

This course focuses on the fundamental principles of chemistry and their application. Chemical nomenclature, atomic structure, bonding theories, periodic properties, solution calculations, gas laws and the properties of solids and liquids are among the topics discussed.

03151 Physics

In physics both matter and energy are studied to see their relationship. This involves using formulas for kinematics, dynamics and mechanics. The study of energy transformations, electricity and thermodynamics will also be examined.

03058 Botany

Botany courses provide students with an understanding of plants, their life cycles, and their evolutionary relationships.

03053 Anatomy

Anatomy courses present an in-depth study of the human body and biological system. Students study such topics as anatomical terminology, cells, and tissues and typically explore functional systems such as skeletal, muscular, circulatory, respiratory, digestive, reproductive, and nervous systems.

03061 Zoology

Zoology courses provide students with an understanding of animals, the niche they occupy in their environment or habitat, their life cycles, and their evolutionary relationships to other organisms.

03003 Environmental Science

Environmental Science courses examine the mutual relationships between organisms and their environment. In studying the interrelationships among plants, animals, and humans, these courses usually cover the following subjects: photosynthesis, recycling and regeneration, ecosystems, population and growth studies, pollution, and conservation of natural resources.

MATH

02051 Pre-Algebra

Pre-Algebra courses increase students' foundational math skills and prepare them for Algebra I by covering a variety of topics, such as properties of rational numbers (i.e., number theory), ratio, proportion, estimation, exponents and radicals, the rectangular coordinate system, sets and logic, formulas, and solving first-degree equations and inequalities.

02061 Algebra I/Int Math 1

Algebra I courses include the study of properties and operations of the real number system; evaluating rational algebraic expressions; solving and graphing first degree equations and inequalities; translating word problems into equations; operations with and factoring of polynomials; and solving simple quadratic equations.

02063 Algebra II/Int Math 3

Algebra II course topics typically include field properties and theorems; set theory; operations with rational and irrational expressions; factoring of rational expressions; indepth study of linear equations and inequalities; quadratic equations; solving systems of linear and quadratic equations; graphing of constant, linear, and quadratic equations; properties of higher degree equations; and operations with rational and irrational exponents.

02062 Geometry/Int Math 2

Geometry courses, emphasizing an abstract, formal approach to the study of geometry, typically include topics such as properties of plane and solid figures; deductive methods of reasoning and use of logic; geometry as an axiomatic system including the study of postulates, theorems, and formal proofs; concepts of congruence, similarity, parallelism, perpendicularity, and proportion; and rules of angle measurement in triangles.

02154 Business Math

Business Math courses reinforce general math skills, emphasize speed and accuracy in computations, and use these skills in a variety of business applications. Business Math courses reinforce general math topics (e.g., arithmetic, measurement, statistics, ratio and proportion, exponents, formulas, and simple equations) by applying these skills to business problems and situations; applications might include wages, hourly rates, payroll deductions, sales, receipts, accounts payable and receivable, financial reports, discounts, and interest.

PHYSICAL EDUCATION/HEALTH

08001 Physical Education

Physical Education courses provide students with knowledge, experience, and an opportunity to develop skills in more than one of the following sports or activities: team sports, individual/dual sports, recreational sports, and fitness/conditioning activities.

08051 Health

Topics covered within Health Education courses may vary widely, but typically include personal health (nutrition, mental health and stress management, drug/alcohol abuse prevention, disease prevention, and first aid) and consumer health issues. The courses may also include brief studies of environmental health, personal development, and/or community resources.

ELECTIVE/MISC

10001 Computers/Graphics

In Computer Applications courses, students acquire knowledge of and experience in the proper and efficient use of previously written software packages. These courses explore a wide range of applications, including (but not limited to) word-processing, spreadsheets, graphics, and database programs, and they may also cover the use of electronic mail and desktop publishing.

22151 Career Exploration

Career Exploration courses help students identify and evaluate personal goals, priorities, aptitudes, and interests with the goal of helping them make informed decisions about their careers. These courses expose students to various sources of information on career and training options and may also assist them in developing job search and employability skills.

22201 Family and Consumer Science

Family and Consumer Science—Comprehensive courses are inclusive studies of the knowledge and skills that are useful for the efficient and productive management of the home. Course topics typically include foods and nutrition; clothing; child development and care; housing design, decoration, and maintenance; consumer decisions and personal financial management; and interpersonal relationships.

22209 Success

This class is focused on the individual's personal development. The courses emphasizes strengthening self-esteem, recognizing and resisting negative peer pressure, and developing coping skills for dealing with changes within one's self and within others.

22102 Transitions

School Orientation courses provide students with an introduction to the culture of their school so that they understand staff expectations and the school's structure and conventions. These courses may vary widely according to the philosophy, aims, and methods of each school.

Biology

Biology is a one semester class worth one credit (½ credit may be earned per quarter) and is required for high school graduation. In order to earn credit each student must be passing with a 60% or better at the end of each quarter. Students study the diversity, complexity and interconnectedness of living systems. Topics addressed are listed below.

The Content:

Unit 1—Chemistry and Biochemistry

- 1) Relating four types of macromolecules to the biochemical structure of organisms.
- 2) Correlating Macromolecule structure to function.
- Determined by calculating energy stored in compounds.

Unit 2—Cell Structure and Function

- Comparing viruses, bacterial cells, plant cells, and animal cells.
- 2) Modeling cell structure.
- 3) Relating organelle function to cell function.
- 4) Cells comprise organisms in a variety of ways.

Unit 3—Cell Energetics

- 1) Starting with photosynthesis.
- 2) Transformed by cellular respiration.
- 3) Converted to ATP for cell usage.

Unit 4—Comparative Structure and Function of Living Things

- 1) Producing interdependency of cells.
- 2) Observed by integration of systems in an organism.
- 3) Resulting in efficient life functions.

Unit 5—Human Systems

- 1) Results from specialization.
- 2) Results in systems working together.
- 3) Producing healthy bodies.

Unit 6—Homeostasis and Health

- 1) Homeostasis is a dynamic process.
- 2) Controlled by regulating mechanisms.
- 3) Resulting in healthy organisms.

Unit 7—Matter and Energy in Ecosystems

- 1) Acquired through photosynthesis.
- 2) Transformed by respiration.
- 3) Passed through food webs.
- 4) Providing for an organisms' growth and repair.

Unit 8—Population Ecology and Human Impact on the Environment

- Observed in dynamic population equilibrium.
- 2) Influenced by abiotic and biotic factors.
- 3) Impacted by habitat destruction and invasive species.

Unit 9—Cell Division and Chromosome Mutation

- Producing growth and specialization (mitosis).
- 2) Producing Gamete production (meiosis).

Unit 10—DNA/RNA and Protein Synthesis

- 1) Passed on by replication.
- 2) Written in triplet base coding.
- 3) Transcribed to mRNA.
- 4) Translated by tRNA.
- 5) Errors result in mutations.

Unit 11—Genetics (DNA/RNA and Protein Synthesis)

- 1) Passed down as genotypes.
- 2) Observed as phenotypes.
- 3) Governed by dominance, segregation, and independent assortment.
- 4) Analyzed by Punnett squares and statistics.
- 5) Altered by Mutations.

Unit 12—Evolution

- As evidenced by common characteristics of all organisms.
- 2) As measured by variations within species.
- 3) Observed through natural selection.
- 4) Resulting in survival of the fittest.

Classroom Expectations:

1. Be prepared to work

♦ Be on time, in your seat, following directions and using your time wisely.

2. Respect yourself and each other

- ♦ Treat others, as you would like to be treated. Physical acts of violence, verbal threats, harassment and inappropriate language will not be tolerated.
- ♦ You will be asked to work with a partner and in a group on occasion. Each group member is expected to participate to his/her best ability.

3. Take care of your environment

- ♦ Take care of the building and take care of your mess.
- ♦ Food and drinks (other than water) are not permitted in this classroom.

4. Take responsibility for your work and your actions. Act safely to protect yourself and others.

♦ Remember, YOU can only control YOURSELF. The choices that you make are the choices that you must deal with.

Should you decide you cannot follow the above expectations you will be asked to leave. We have a good time in my classes, but I do not put up with nonsense!

Your Grade:

Your grade will be based on projects, notebooks, assignments, tests, participation and attendance.

Scale: The following grading scale will be used to determine each student's grade:

Grade	Percent								
A +	97-100	B +	87-89	C +	77-79	D +	67-69		
Α	93-96	В	83-86	С	73-76	D	63-66	F	<59
Α-	90-92	В-	80-82	C -	70-72	D -	60-62		

Attendance:

Students are expected to attend classes every day. Consistent attendance is a learned discipline that strengthens a student's ability to succeed in school, work and life. In the school setting we also view a student's attendance as an indicator of that student's commitment to school.

Absences will be received for the following:

- Not present for class
- * More than 15 minutes late
- * Leaving early (not attending the entire class)
- Sleeping
- * 3 tardies (remember to make up your time on the day of the tardy)

Botany

Botany is a one quarter class worth one half credit (½ credit may be earned per quarter) and is an elective credit toward high school graduation. In order to earn credit each student must be passing with a 60% or better at the end of each quarter. Botany provides students with an understanding of plants, their life cycles, and their evolutionary relationships.

The Content:

Unit 1: Introduction to Botany

- Classification
- Plant Cell
- Photosynthesis

Unit 2: Protist

- Algae
- Economic Importance

Unit 3: Fungi

- Fungi
- Economic Importance

Unit 4: Plant Diversity

- Bryophyte
- Seedless Vascular Plants
- Seed Plants
- Angiosperms

Unit 5: Plant Anatomy and Physiology

- Tissues in Plants
- Roots
- Stems
- Leaves
- Transportation in Plants

Unit 6: Plant Reproduction

- Reproduction of Seed Plants: Cones and Flowers
- Seed Development and Germination
- Plant Propagation and agriculture
- Economic Importance

Unit 7: Plant Responses and Adaptations

- Hormones and Plant Growth
- Plant Responses and Adaptations
- Tropisms

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Zoology

Zoology is a one quarter class worth one half credit (½ credit may be earned per quarter) and is an elective credit toward high school graduation. In order to earn credit each student must be passing with a 60% or better at the end of each quarter. Zoology provides students with an understanding on animals, the niche they occupy in their environment or habitat their life cycles, and their evolutionary relationships to other organisms.

The Content:

Unit 1: Intro to Zoology

- Branches of Zoology
- Characteristics of the Animal Kingdom
- Evolution
- Taxonomy

Unit 2 Sponges and Cnidarians

- Introduction to the Animal Kingdom
- Sponges
- Cnidarians

Unit 3: Worms and Mollusks

- Flatworms
- Roundworms
- Annelids
- Mollusks

Unit 4: Arthropods and Echinoderms

- Introduction to the Arthropods
- Groups of Arthropods
- Insects
- Echinoderms

Unit 5: Comparing Invertebrates

- Invertebrate Evolution
- Form and Function in Invertebrates

Unit 6: Nonvertebrate Chordates, Fishes, and Amphibians

- The Chordates
- Fishes
- Amphibians

Unit 7: Reptiles and Birds

- Reptiles
- Birds

Unit 8: Mammals

- Introduction to Mammals
- Diversity of Mammals
- Primates and Human Origins

Unit 9: Comparing Chordates

- Chordate Evolution
- Controlling Body Temperature
- Form and Function in Chordates

Unit 10: Animal Behavior

- Elements of Behavior
- Patterns of Behavior

Classroom Expectations:

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Physical Education

Physical Education provided students with knowledge, experience, and an opportunity to develop skills in more than one of the following sports or activities: team sports, individual/dual sports, recreational sports, and fitness/conditioning activities. Each unit will address motor skills, cognitive skills, physical fitness, and personal/social skills. The following are examples of activities that may be included in this class.

The Content:

Unit 1: Health Related Fitness

- Cardiorespiratory
- Muscular Strength
- Flexibility
- Body Composition

Unit 2: Net/Wall Games

- Volleyball
- Pickle-ball
- Table tennis

Unit 3: Target Games

- Disc-golf
- Golf

Unit 4: Invasion Games

- Soccer
- Floor hockey
- Football
- Basketball

Unit 5: Striking/Fielding Games

Softball

Unit 6: Outdoor Pursuits

- Skiing
- Hiking

Unit 7: Rhythmic Activities

- Aerobics
- Fitness videos

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03051 Biology

Biology is a course in laboratory science where students investigate the living world around them using field study and laboratory techniques. Students study the diversity, complexity an interconnectedness of living systems. Topics addressed are cell physiology, organ systems, disease-causing organisms, genetics, evolution, characteristics and classification of life forms.

Biology Pacing Guide

Unit	Pacing Guide	Standards Covered
Unit 1 Chemistry and Biochemistry	8 Days	B1.1C, B1.1E, B1.2B, B1.2C, B2.2A, B2.2B, B2.2C, B2.2D, B2.2E, B2.2f, B2.4f, B2.5A
Unit 2 Cell Structure and Function	8 Days	B1.1E, B1.2E, B1.2h, B1.2i, B2.4g, B2.4h, B2.4i, B2.5g, B2.5h, B2.5i
Unit 3 Cell Energetics	8 Days	B1.1C, B 1.1E, B1.1f, B1.2k, B2.4e, B2.5D, B2.5e, B2.5f, B3.1B, B3.1C, B3.1f
Unit 4 Comparative Structure and Function of Living Things	6 Days	B1.1C, B1.1E, B1.2C, B2.4B, B2.4C, B2.5B
Unit 5 Human Systems	7 Days	B1.1A, B1.1C, B1.1D, B1.2j, B2.1e, B2.3d, B2.3g
Unit 6 Homeostasis and Health	8 Days	B1.1C, B1.1h, B1.2C, B1.2D, B2.3A, B2.3B, B2.3C, B2.3e, B2.3f, B2.6a
Unit 7 Matter and Energy in Ecosystems	7 Days	B1.1A, B1.1C, B1.1f, B1.2C, B1.2i, B2.1A, B2.1B, B2.5C, B3.1A, B3.1B, B3.1C, B3.1D, B3.1e, B3.2A, B3.2B, B3.2C, B3.3A, B3.3b
Unit 8 Population Ecology & Human Impact on the Environment	7 Days	B1.1C, B1.1D, B1.1E, B1.2B, B3.4A, B3.4C, B3.4d, B3.4e, B3.5A, B3.5B, B3.5C, B3.5e, B3.5f, B3.5g
Unit 9 Cell Division and Chromosome Mutation	8 Days	B1.1C, B1.2C, B2.1C, B2.1d, B3.5d, B4.2A, B4.3A, B4.3B, B4.3C, B4.3d, B4.3e, B4.3f, B4.3g, B4.4b
Unit 10 DNA/RNA &Protein Synthesis	8 Days	B1.1C, B1.1D, B1.1E, B1.1g, B4.1B, B4.2B, B4.2C, B4.2D, B4.2E, B4.2f, B4.2g, B4.4c
Unit 11 Genetics	7 Days	B1.1D, B1.1E, B1.1g, B4.1A, B4.1c, B4.1d, B4.1e, B4.2h, B4.4a
Unit 12 Evolution	8 Days	B1.1E, B1.2C, B1.2i, B2.4A, B2.4d, B3.4B, B5.1A, B5.1B, B5.1c, B5.1d, B5.1e, B5.1f, B5.1g, B5.2a, B5.2b, B5.2c, B5.3A, B5.3B, B5.3C, B5.3d, B5.3e, B5.3f

03058 Botany

Botany provides students with an understanding of plants, their life cycles, and their evolutionary relationships.

Botany Pacing Guide

Unit	Pacing Guide	Standards Covered
Unit 1 Introduction to Botany	3 Days	
Unit 2 Protists	6 Days	
Unit 3 Fungi	6 Days	
Unit 4 Plant Diversity	6 Days	
Unit 5 Plant Anatomy and Physiology	6 Days	
Unit 6 Plant Reproduction	6 Days	
Unit 7 Plant Responses and Adaptations	10 Days	

03061 Zoology

Zoology provides students with an understanding of animals, the niche they occupy in their environment or habitat, their life cycles, and their evolutionary relationships to other organisms.

Zoology Pacing Guide

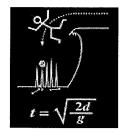
Unit	Pacing Guide	Standards Covered
Unit 1 Introduction to Zoology	3 Days	
Unit 2 Sponges and Cnidarians	5 Days	
Unit 3 Worms and Mollusks	5 Days	
Unit 4 Arthropods and Echinoderms	5 Days	
Unit 5 Comparing Invertebrates	5 Days	
Unit 6 Non-vertebrates, Chordates, Fishes and Amphibians	5 Days	
Unit 7 Reptiles and Birds	5 Days	
Unit 8 Mammals	5 Days	
Unit 9 Comparing Chordates	5 Days	
Unit 10 Animal Behaviors	5 Days	

08001 Physical Education

Physical Education provided students with knowledge, experience, and an opportunity to develop skills in more than one of the following sports or activities: team sports, individual/dual sports, recreational sports, and fitness/conditioning activities.

Physical Education Pacing Guide

Unit	Pacing Guide	Standards Covered	
Unit 1 Health Related Fitness	3 Days	A.3.PA.1, A.4.HR.2, A.4.HR., A.4.HR.4, A.4.HR.5, A.4.HR.6, A.4.HR.7, A.4.HR.8, A.4.AN.1, A.4.AN.4, K.2.FB.1, K.2.PA.1, K.2.HR.2, K.2.HR.3, K.2.HR.4, K.2.HR.5, K.2.HR.6, K.2.HR.7, K.2.HR.8, K.2.AN.1, K.2.AN.2, K.2.RP.2, K.2.ID.1, B.5.FB.1, B.6.RP.2, B.6.ID.1	
Unit 2 Aquatics	0 Days	M.1.AQ.2, M.1.AQ.3, M.1.AQ.4, M.1.AQ.7, M.1.AQ.8, *K.2.FB.1, K.2.AQ.3, K.2.AQ.2, K.2.AQ.4, K.2.AQ.5, K.2.AQ.6, *K.2.PA.1, *K.2.PS.1, *K.2.PS.2, *K.2.RP.1, *K.2.SB.1, *K.2.ID.2, *K.2.ID.3, *K.2.FE.1, *A.3.PE.1, *B.6.FB.1, *B.5.PS.1, *B.5.PS.2, *B.6.RP.1, *B.6.SB.1, *B.6.ID.2, *B.6.ID.3, *B.6.FE.1 *Expectations that are repeated in other Categories.	
Unit 3 Net/Wall Games	5 Days	*M.1.MS.4, *M.1.MS.5, M.1.NG.1, M.1.NG.2, *K.2.FB.1, *K.2.MS.1, *K.2.MS.2, *K.2.MS.3, K.2.NG.1, K.2.NG.2, *K.2.PS.1, *K.2.PS.2, *K.2.RP.1, *K.2.SB.1, *K.2.ID.2, *K.2.ID.3, *K.2.FE.1, *A.3.PE.1, *B.6.FB.1, *B.5.PS.1, *B.5.PS.2, *B.6.RP.1, *B.6.SB.1, *B.6.ID.2, *B.6.ID.3, *B.6.FE.1, *Expectations that are repeated in other Categories.	
Unit 4 Target Games	5 Days	*M.1.MS.4, M.1.TG.1, M.1.TG.2, *K.2.FB.1, *K.2.MS.1, *K.2.MS.2, *K.2.MS.3, K.2.TG.1, K.2.TG.2, *K.2.PA.1, *K.2.PS.1, *K.2.PS.2, *K.2.RP.1, *K.2.SB.1, *K.2.ID.2, *K.2.ID.3, *K.2.FE.1, *A.3.PE.1, *B.6.FB.1, *B.5.PS.1, *B.5.PS.2, *B.6.RP.1, *B.6.SB.1, *B.6.ID.2, *B.6.ID.3, *B.6.FE.1 *Expectations that are repeated in other Categories.	
Unit 5 Invasion Games	5 Days	*M.1.MS.4, *M.1.MS.5, M.1.IG.1, M.1.IG.2, *K.2.FB.1, *K.2.MS.1, *K.2.MS.2, *K.2.MS.3, K.2.IG.1, K.2.IG.2, *K.2.PA.1, *K.2.PS.1, *K.2.PS.2, *K.2.RP.1, *K.2.SB.1, *K.2.ID.2, *K.2.ID.3, *K.2.FE.1, *A.3.PE.1, *B.6.FB.1, *B.5.PS.1, *B.5.PS.2, *B.6.RP.1, *B.6.SB.1, *B.6.ID.2, *B.6.ID.3, *B.6.FE.1 *Expectations that are repeated in other Categories.	
Unit 6 Striking Fielding Games	5 Days	*M.1.MS.4, M.1.SG.1, *K.2.FB.1, *K.2.MS.1, *K.2.MS.2, *K.2.MS.3, K.2.SG.1, *K.2.PA.1, *K.2.PS.1, *K.2.PS.2, *K.2.RP.1, *K.2.SB.1, *K.2.ID.2, *K.2.ID.3, *K.2.FE.1, *A.3.PE.1, *B.6.FB.1, *B.5.PS.1, *B.5.PS.2, *B.6.RP.1, *B.6.SB.1, *B.6.ID.2, *B.6.ID.3, *B.6.FE.1 *Expectations that are repeated in other Categories.	
Unit 7 Outdoor Pursuits	5 Days	M.1.OP.2, M.1.OP.3, M.1.OP.4, M.1.OP.5, *K.2.FB.1, *K.2.MS.3, K.2.OP.1, K.2.OP.2, K.2.OP.3, K.2.OP.4, K.2.OP.5, K.2.OP.6, K.2.OP.7, *K.2.PA.1, *K.2.PS.1, *K.2.PS.2, *K.2.RP.1, *K.2.SB.1, *K.2.ID.2, *K.2.ID.3, *K.2.FE.1, *A.3.PE.1, *B.6.FB.1, *B.5.PS.1, *B.5.PS.2, *B.6.RP.1, *B.6.SB.1, *B.6.ID.2, *B.6.ID.3, *B.6.FE.1 *Expectations that are repeated in other Categories.	
Unit 8 Rhythmic Activities	5 Days	M.1.MS.6, M.1.RA.1, *K.2.FB.1, K.2.MS.6, K.2.RA.1, *K.2.PA.1, *K.2.PS.1, *K.2.PS.2, *K.2.RP.1, *K.2.SB.1, *K.2.ID.2, *, K.2.ID.3, *K.2.FE.1, *A.3.PE.1, *B.6.FB.1, *B.5.PS.1, *B.5.PS.2, *B.6.RP.1, *B.6.SB.1, *B.6.ID.2, *B.6.ID.3, *B.6.FE.1 *Expectations that are repeated in other Categories.	





Physics Syllabus Standards and Pacing Guides

03151 Physics

In physics both matter and energy are studied to see their relationship. This involves using formulas for kinematics, dynamics and mechanics. The study of energy transformations, electricity and thermodynamics will also be examined.

Units Covered:

Unit 1 - Forces and Motion

- **Big Idea:** The motion of an object that moves both horizontally and vertically at the same time can be analyzed with the principles of linear motion and force.
- **Big Idea:** When two objects interact with each other, by direct contact or at a distance, all three of Newton's Laws describe and explain that interaction.

Unit 2 - Forms of Energy and Energy Transformations

• **Big Idea:** Doing work on an object requires transferring energy to the object resulting in a change of position and possibly a change in speed.

Unit 3 - Mechanical Waves

• **Big Idea:** Mechanical waves are vibrations in a medium that move from source to receiver, conveying energy.

Unit 4 - Light

Big Idea: Electromagnetic waves transfer energy and information from place to place without a material
medium, and visible light is a form of electromagnetic radiation. All electromagnetic waves move at the speed of
light.

Unit 5 - Electricity

- **Big Idea:** All objects are composed of electrical charges. Certain characteristics of these charges determine the electric and magnetic forces experienced by objects that interact with each other at a distance.
- Big Idea: Electrical current is used to transfer energy and to do work.

Unit 6 - Thermal and Nuclear

- **Big Idea**: Energy is constantly being transformed from one form to another. During these transformations the total amount of energy must remain constant although some energy is usually "lost" by the system in the form of heat.
- Big Idea: Energy takes many forms and is able to be transformed from one form to another.

Pacing Guide

Quarter 2 (9 wks)
Unit 4 (4 weeks)
Unit 5 (5 weeks)

Standards (power standard in bold)

Unit 1

CE	Description		
Code			
P1.1C	Conduct scientific investigations using appropriate tools and techniques (e.g., selecting an instrument that measures the desired quantity–length, volume, weight, time interval, temperature–with the appropriate level of precision).		
P1.1D	Identify patterns in data and relate them to theoretical models.		
P1.1h	Design and conduct a systematic scientific investigation that tests a hypothesis. Draw conclusions from data presented in charts or tables.		
P1.2h	Describe the distinctions between scientific theories, laws, hypotheses, and observations.		
P3.1A	Identify the force(s) acting between objects in "direct contact" or at a distance.		
P3.1d	Identify the basic forces in everyday interactions.		
P3.2A	Identify the magnitude and direction of everyday forces (e.g., wind, tension in ropes, pushes and pulls, weight).		
P3.2C	Calculate the net force acting on an object.		
P3.2d	Calculate all the forces on an object on an inclined plane and describe the object's motion based on the forces using free-body diagrams.		
P3.3A	Identify the action and reaction force from examples of forces in everyday situations (e.g., book on a table, walking across the floor, pushing open a door).		
P3.4B	Identify forces acting on objects moving with constant velocity (e.g., cars on a highway).		
P3.4A	Predict the change in motion of an object acted on by several forces.		
P3.4C	Solve problems involving force, mass, and acceleration in linear motion (Newton's second law).		
P3.6C	Explain how your weight on Earth could be different from your weight on another planet.		

CE Code	Description		
P1.1B	Evaluate the uncertainties or validity of scientific conclusions using an understanding of sources of measurement error, the challenges of controlling variables, accuracy of data analysis, logic of argument, logic of experimental design, and/or the dependence on underlying assumptions.		
P1.1C	Conduct scientific investigations using appropriate tools and techniques (e.g., selecting an instrument that measures the desired quantity-length, volume, weight, time interval, temperature-with the appropriate level of precision).		
P1.2D	Evaluate scientific explanations in a peer review process or discussion format		
P4.1A	Account for and represent energy into and out of systems using energy transfer diagrams.		
P4.1c	Explain why work has a more precise scientific meaning than the meaning of work in everyday language.		
P4.1d	Calculate the amount of work done on an object that is moved from one position to another.		
P4.1e	Using the formula for work, derive a formula for change in potential energy of an object lifted a distance h. (P4.1e)		
P4.2B	Name devices that transform specific types of energy into other types (e.g., a device that transforms electricity into motion).		
P4.2C	Explain how energy is conserved in common systems (e.g., light incident on a transparent material, light incident on a leaf, mechanical energy in a collision).		
P4.2D	Explain why (for example) all the stored energy in gasoline does not transform to mechanical energy of a vehicle.		
P4.2f	Identify and label the energy inputs, transformations, and outputs using qualitative or quantitative representations in simple technological systems (e.g., toaster, motor, hair dryer) to show energy conservation.		
P4.3A	Identify the form of energy in given situations (e.g., moving objects, stretched springs, rocks on cliffs, energy in food).		
P4.3B	Describe the transformation between potential and kinetic energy in simple mechanical systems (e.g., pendulums, roller coasters, ski lifts).		
P4.3d	Rank the amount of kinetic energy from highest to lowest of everyday examples of moving objects.		
P4.3e	Calculate the changes in kinetic and potential energy in simple mechanical systems (e.g., pendulums, roller coasters, ski lifts) using the formulas for kinetic energy and potential energy.		
P4.3f	Calculate the impact speed (ignoring air resistance) of an object dropped from a specific height or the maximum height reached by an object (ignoring air resistance), given the initial vertical velocity.		

CE Code	Description		
P1.1B	Evaluate the uncertainties or validity of scientific conclusions using an understanding of sources of measurement error, the challenges of controlling variables, accuracy of data analysis, logic of argument, logic of experimental design, and/or the dependence on underlying assumptions.		
P1.1C	Conduct scientific investigations using appropriate tools and techniques (e.g., selecting an instrument that measures the desired quantity–length, volume, weight, time interval, temperature–with the appropriate level or precision).		
P1.1h	Design and conduct a systematic scientific investigation that tests a hypothesis. Draw conclusions from data presented in charts or tables.		
P1.1f	Predict what would happen if the variables, methods, or timing of an investigation were changed.		
P1.2C	Develop an understanding of a scientific concept by accessing information from multiple sources.		
	Evaluate the scientific accuracy and significance of the information.		
P4.1B	Explain instances of energy transfer by waves and objects in everyday activities (e.g., why the ground gets warm during the day, how you hear a distant sound).		
P4.4A	Describe specific mechanical waves (e.g., on a demonstration spring, on the ocean) in terms of wavelength, amplitude, frequency, and speed.		
P4.4B	Identify everyday examples of transverse and compression (longitudinal) waves.		
P4.4C	Compare and contrast transverse and compression (longitudinal) waves in terms of wavelength, amplitude, and frequency.		
P4.4d	Demonstrate that frequency and wavelength of a wave are inversely proportional in a given medium.		
P4.4e	Calculate the amount of energy transferred by transverse or compression waves of different amplitudes and frequencies (e.g., seismic waves).		
4.5A	Identify everyday examples of energy transfer by waves and their sources.		
P4.5B	Explain why an object (e.g., fishing bobber) does not move forward as a wave passes under it.		
P4.5C	Provide evidence to support the claim that sound is energy transferred by a wave, not energy transferred by particles.		
P4.5E	Explain why everyone in a classroom can hear one person speaking, but why an amplification system is often used in the rear of a large concert auditorium.		
P4.6D	Explain why we see a distant event before we hear it (e.g., lightning before thunder, exploding fireworks before the boom).		
P4.9A	Identify the principle involved when you see a transparent object (e.g., straw, piece of glass) in a clear liquid.		

CE Code	Description		
Da a A			
P1.1A	Generate new questions that can be investigated in the laboratory or field		
P1.1C	Conduct scientific investigations using appropriate tools and techniques (e.g., selecting an instrument that measures the desired quantity-length, volume, weight, time interval, temperature-with the appropriate level of precision).		
P1.2j	Apply science principles or scientific data to anticipate effects of technological design decisions		
P1.2k	Analyze how science and society interact from a historical, political, economic, or social perspective.		
P4.6A	Identify the different regions on the electromagnetic spectrum and compare them in terms of wavelength, frequency, and energy.		
P4.6B	Explain why radio waves can travel through space, but sound waves cannot.		
P4.6C	Explain why there is a delay between the time we send a radio message to astronauts on the moon and when they receive it.		
P4.6e	Explain why antennas are needed for radio, television, and cell phone transmission and reception.		
P4.6f	Explain how radio waves are modified to send information in radio and television programs, radio-control cars, cell phone conversations, and GPS systems.		
4.6g	Explain how different electromagnetic signals (e.g., radio station broadcasts or cell phone conversations) can take place without interfering with each other.		
P4.6h	Explain the relationship between the frequency of an electromagnetic wave and its technological uses.		
P4.9B	Explain how various materials reflect, absorb, or transmit light in different ways.		
P4.9C	Explain why the image of the Sun appears reddish at sunrise and sunset.		
P4.r9d	Describe evidence that supports the dual wave - particle nature of light.		
	1		

Unit 5

CE Code	Description	
P1.1A	Critique whether or not specific questions can be answered through scientific investigations.	
P1.1E	Describe a reason for a given conclusion using evidence from an investigation.	
P1.2D	Evaluate scientific explanations in a peer review process or discussion format.	
P1.2E	Evaluate the future career and occupational prospects of science fields.	
P3.1b	Explain why scientists can ignore the gravitational force when measuring the net force between two electrons.	
P3.1c	Provide examples that illustrate the importance of the electric force in everyday life.	
P3.7A	Predict how the electric force between charged objects varies when the distance between them and/or the magnitude of charges change.	
Р3.7с	P3.7c Draw the redistribution of electric charges on a neutral object when a charged object is brought near.	

P3.7d	Identify examples of induced static charges.		
P3.7e	Explain why an attractive force results from bringing a charged object near a neutral object.		
P3.7f	Determine the new electric force on charged objects after they touch and are then separated.		
P3.7g	Propose a mechanism based on electric forces to explain current flow in an electric circuit.		
P3.8b	Explain how the interaction of electric and magnetic forces is the basis for electric motors, generators, and the production of electromagnetic waves.		
P4.10A	Describe the energy transformations when electrical energy is produced and transferred to homes and businesses.		
P4.10B	Identify common household devices that transform electrical energy to other forms of energy, and describe the type of energy transformation.		
P4.10C	Given diagrams of many different possible connections of electric circuit elements, identify complete circuits, open circuits, and short circuits and explain the reasons for the classification.		
P4.10D	Discriminate between voltage, resistance, and current as they apply to an electric circuit.		
P4.10e	Explain energy transfer in a circuit, using an electrical charge model.		
P4.10f	Calculate the amount of work done when a charge moves through a potential difference, V.		
P4.10g	Compare the currents, voltages, and power in parallel and series circuits.		
P4.10h	Explain how circuit breakers and fuses protect household appliances.		
P4.10i	Compare the energy used in one day by common household appliances (e.g., refrigerator, lamps, hair dryer, toaster, televisions, and music players).		
P4.10j	Explain the difference between electric power and electric energy as used in bills from an electric company.		





Anatomy and Physiology Syllabus and Classroom Expectations

03053 Anatomy

Anatomy presents an in-depth study of the human body and biological system. Students study such topics as anatomical terminology, cells, and tissues and typically explore functional systems such as skeletal, muscular, cardiovascular, respiratory, digestive, and nervous systems.

- You will also be required to keep a notebook of all of our investigations, notes, assignments, etc.; this notebook will be graded periodically throughout the semester. This will require that you stay organized!
- There is a great deal of memorization of body parts (Latin names) in this course. It will require some study time from you outside of class if you want to pass.
- Also, in order to be successful in this class you will need to be committed to doing some homework assignments. We have a lot to cover this semester so plan on taking things home.
- In order to receive credit in this class you must pass all unit tests with a 60% or higher. If you do not get at least a 60% you need to retake the test until you pass it.

Units Covered:

Unit 1: Introduction to anatomy and physiology, medical terminology and body orientation

Unit 2: Tissues/Integumentary System

Unit 3: Digestive System

Unit 4: Muscular System

Unit 5: Skeletal System

Unit 6: Nervous System

Unit 7: Respiratory and Cardiovascular Systems

Pacing Guide and Standards

Unit	Pacing Guide	Standards Addressed
Unit 1 – Introduction to Anatomy – Anatomical Terminology	2 Weeks	B1.2D, B1.2E, B2.3 d, B2.3f, B2.3g
Unit 2 - Tissues and Integumentary System	2 Weeks	P1.2D, B1.2E, B1.2f, B1.2g
		B2.3C, B2.3f, B2.3g ,B2.5B
		B2.r6c, B2.r6d, B2.r6e
Unit 3 – Digestive System	3 Weeks	B1.1g, B1.1i
		B1.2D, B1.2E, B1.2f, B1.2g
		B2.3B, B2.3C, B2.3d, B2.3e, B2.3f, B2.3g
		B2.5B, B2.r6c, B2.r6d, B2.r6e
Unit 4 – Muscular System	2.5 Weeks	B1.1A, B1.1g, B1.1i
		B1.2D, B1.2E, B1.2f, B1.2g
·		B2.3B, B2.3C, B2.3d, B2.3e, B2.3f, B2.3g
		B2.5B, B2.r6c, B2.r6d, B2.r6e
Unit 5 – Skeletal System	3 Weeks	B1.1g, B1.1i
		B1.2D, B1.2E, B1.2f, B1.2g
		B2.3B, B2.3C, B2.3d, B2.3e, B2.3f, B2.3g, B2.5B
		B2.r6c, B2.r6d, B2.r6e
Unit 6 – Nervous System	3 Weeks	B1.1g, B1.1i
		B1.2D, B1.2E, B1.2f, B1.2g
	:	B2.3B, B2.3C, B2.3d, B2.3e, B2.3f
	The state of the s	B2.3g, B2.5B, B2.r6c, B2.r6d, B2.r6e
Unit 7 – Respiratory and Cardiovascular Systems	2.5 Weeks	B1.1g, B1.1i
		B1.2D, B1.2E, B1.2f, B1.2g
		B2.3B, B2.3C, B2.3d, B2.3e
		B2.3f, B2.3g
		B2.5B, B2.r6c
		B2.r6d, B2.r6e





Environmental Science

Syllabus and Classroom Expectations

03003 Environmental Science

Environmental Science course examine the mutual relationships between organisms and their environment. In studying the interrelationships among plants, animals, and humans, these courses usually cover the following subjects: photosynthesis, recycling and regeneration, ecosystems, population and growth studies, pollution, and conservation of natural resources.

This class will be project oriented with an emphasis on water, land, and energy resources. Participation in projects related to conservation of natural resources in our school and community will be a focus. Regional and national environmental problems will be researched and debated. Throughout each unit of study we will investigate the impacts of humans on the environment.

Units Covered:

Unit 1: Ecosystem Ecology

- How are ecosystems self-regulating and how are populations kept in check?
- How do species coexist / compete for resources?
- How did all these animals get on the endangered species list and what can be done to protect them from extinction?
- How do we impact ecosystems?
- What impact could the release of Asian Carp have on the Great Lakes ecosystem? Why are so many resources being used to ensure the carp does not make it into Lake Michigan?

Unit 2: Solid Waste

- What are the pros and cons (for society and the environment) of each waste disposal option?
- How do we impact the environment through our decisions to reduce, reuse, recycle and rethink?

Unit 3: Hydrogeology

- What impacts do land use, population trends and human behavior have on water quality and availability?
- How do you determine the health of a body of water and find solutions to water quality problems?

Unit 4: Climate and Climate Change

- What are the causes and effects of global climate change and how does it affect me?
- How do oceans and the atmosphere influence climates around the world?
- How can you predict global climate change and its consequences on the environment?

Unit 5: Energy and Alternatives

- What negative impacts on the environment exist due to human reliance on fossil fuels for energy and how can we combat that impact?
- Is a pipeline for oil worth the environmental risks associated with it?
- How do you analyze energy sources to determine the best energy source for a given job?
- Why is alternative energy hard to access and what can we do about it?

Unit 6: Nourishing the Planet

• How can we economically feed a growing population with the same amount of farmland while protecting the environment and our health?

Pacing Guide and Standards Addressed

Unit	Pacing Guide	Standards Covered
Unit 1 - Ecosystem Ecology	3 weeks	E1.1C, E1.1D, E1.1E, E1.1f
		E1.2B, E1.2D, E2.1C, B3.1A, B3.2A, B3.2C
		B3.3A, B3.4A, B3.4C
		B3.5A, B3.5B, B3.5C, B3.5e, B3.5f, B3.5g
Unit 2 – Solid Waste	3 weeks	B1.2B, B1.2E, B1.2f, B1.2g, B3.4C
		E2.4A, E2.4d
Unit 3 - Hydrogeology	3 weeks	E1.1C, E1.1D, E1.1g
		E1.2B, E1.2D, E1.2 f, B3.4C, E2.1C, E2.3b
		E4.1A, E4.1B, E4.1C
Unit 4 – Climate and Climate Change	3 weeks	E1.1B, E1.1D, E1.1g, E1.1i
		E1.2D, E1.2h, E1.2K, E2.3d, E2.4c
		B3.4C, B 3.4e, E4.2A, E4.2B, E4.2d
		E5.4A, E5.4C, E5.4D, E5.r4j
Unit 5- Energy and Alternatives	3 weeks	E1.1C, E1.2B, E1.2E, E1.2f, E1.2g, E1.2j, E1.2K
		B3.4C, E2.2A, E2.2B, E2.2D, E2.2e, E2.4A, P4.2B, P4.2C, P4.2D
Unit 6 – Nourishing the Planet	3 weeks	PS1.A
		LS1.A, LS1.C
		LS2.B, LS2.C, LS4.D
		ESS3.C
		ETS1.A, ETS1.B

Personal Finance and Business Mathematics Class Syllabus

Welcome to my class! I am looking forward to working with you on a successful semester.

Purpose: The purpose of this class is to give you the opportunity to learn necessary skills to

- **1**. Successfully manage your money
- **2**. Make sound financial decisions
- **3**. Make financial decisions in a business setting
- **4**. Master the basic skills needed in these areas

1. Question: What are we going to learn about?

Unit 1 : Gross Income Unit 8 : Loans

Unit 2 : Net Income Unit 9 : Vehicle Transportation

Unit 3: Recordkeeping Unit 10: Housing Costs

Unit 4 : Checking Account Unit 11 : Insurance

Unit 5 : Savings Account Unit 12 : Investment

Unit 6: Cash Purchases

Unit 7: Charge Account and Credit Cards

2. Attendance- I'm glad you're here!

In order for you to be successful, it is expected that I see your smiling face in class every day and on time. ---

-Missing class time means you are missing important material, discussion, activity or work time. If you miss time, you are responsible for the work. When the time is appropriate, please talk to a student in your group or to the teacher about finding out what you missed.

Students are allowed no more than nine absences, excused or unexcused, per quarter. Students with six or more absences may be required to meet with the Director, teacher(s), and a parent to discuss a plan to prevent potential loss of credit. If a student has ten absences, the student may lose credit for the class. Multiple opportunities will be offered and/or required for students who are failing class or have too many absences. We will work with students who have extenuating circumstances.

Tardiness:

Students up to 5 minutes late will be marked as tardy.

• Three tardies count as an absence.

- If late, students are expected to attend their class, do their class work and get credit for that work. They are not to come to school and wait for the next class to start.
- Being out of class more than 15 minutes or leaving class before dismissal will be entered as an absence.

I look forward to seeing you in class every day. Missing even a few minutes of class can put you behind for the day!

3. Conduct -

The following are designed to give everyone a common understanding of classroom expectations. Bottom line: use common sense and remember that we are all here to learn.

1. Be Prepared to Work

Have a pencil, paper, folder, calculator, etc. and be in your seat when class begins. Participate fully and appropriately in class (no sleeping!)

2. Respect Yourself and Each Other

Treat others as you would like to be treated. No physical acts of violence, no verbal threats, no harassment and no inappropriate language.

3. Take Care of Your Environment

Take care of the building, and take care of your mess.

4. Take Responsibility for Your Work and Actions

You are responsible for the decisions you make.

5. Please leave all cell phones and other personal electronic devices in your locker, along with any bags, purses, backpacks, etc. If you forget, the teacher will keep them for you until class is over. This is CCHS policy.

Consequences

- 1. Verbal reminder
- 2. Talk to teacher after class
- 3. Final verbal warning
- 4. Removal from class
- 5. When class time is not used appropriately, make-up time may be required

Grading

Your grade for each quarter will be determined based on the total number of points -

Test, quizzes, daily assignments, warm-ups/exit tickets and projects will make up the grade for this class.

Grade Scale

90 - 100% A

80 - 89% B

70 – 79% C

60 - 69% D

A minimum of 60% is needed to pass for the quarter, as well as at least 60% on all unit tests.

If it is necessary to retake a test, you will be given a maximum of 2 weeks after the first test to retake the test.

Testing Out Policy

In order to test out, a minimum of 77% is needed on all unit tests for that quarter. Tests may be scheduled with the teacher outside of class time. Please remember that when testing out, any review is your responsibility and that notes are not allowed during the test.

Late Assignments

If you are absent, you are responsible to make up your work. You will be given a maximum of 2 weeks to make up missing assignments, tests and quizzes and still earn credit. Missed tests and quizzes need to be made up outside of regular class time.

Plagiarism

You are here to increase your ability and understanding of the material covered, and to demonstrate that in the work that you turn in to me. Copying another student's work is not permitted. In the event that this happens, **both students will receive a zero** for the assignment.

My goal is that you will find this class fun, challenging and relevant to your life outside of school. In order to get the most out of this class, it is expected that you will be here every day and participate fully in what we are doing in class.

Geometry Class Syllabus

Welcome to my class! I am looking forward to working with you on a successful semester.

Purpose: The purpose of this class is to give you the opportunity to learn necessary skills to

- **1**. Recognize and use the key terms of geometry
- 2. Reason and problem-solve using geometry
- **3**. Make decisions based on mathematic reasoning
- **4**. Master the basic skills needed in geometry.

1. Question: What are we going to learn in class?

Unit 1: Introduction to Geometry

Unit 2: Introduction to Proofs

Unit 3: Parallel and Perpendicular Lines

Unit 4: Congruent Triangles

Unit 5: Similarity

Unit 6: Right Triangles and Trigonometry

Unit 7: Transformations

Unit 8: Area and Volume

2. Attendance- I'm glad you're here!

In order for you to be successful, it is expected that I see your smiling face in class every day and on time. ---

-Missing class time means you are missing important material, discussion, activity or work time. If you miss time, you are responsible for the work. When the time is appropriate, please talk to a student in your group or to the teacher about finding out what you missed.

Students are allowed no more than nine absences, excused or unexcused, per quarter. Students with six or more absences may be required to meet with the Director, teacher(s), and a parent to discuss a plan to prevent potential loss of credit. If a student has 10 absences, the student may lose credit for the class. Multiple opportunities will be offered and/or required for students who are failing class or have too many absences. I will gladly work with students who have extenuating circumstances.

Tardiness:

Students up to 5 minutes late will be marked as tardy.

- Three tardies count as an absence.
- If late, students are expected to attend their class, do their class work and get credit for that work. They are not to come to school and wait for the next class to start.
- Being out of class more than 15 minutes or leaving class before dismissal will be entered as an absence.

I look forward to seeing you in class every day. Missing even a few minutes of class can put you behind for the day!

3. Conduct - Use common sense!

The following are designed to give everyone a common understanding of classroom expectations. Bottom line: use common sense and remember that we are all here to learn.

1. Be Prepared to Work

Have a pencil, paper, folder, calculator, etc. and be in your seat when class begins. Participate fully and appropriately in class (no sleeping!)

2. Respect Yourself and Each Other

Treat others as you would like to be treated. No physical acts of violence, no verbal threats, no harassment and no inappropriate language.

3. Take Care of Your Environment

Take care of the building, and take care of your mess.

4. Take Responsibility for Your Work and Actions

You are responsible for the decisions you make.

5. Please leave all cell phones and other personal electronic devices in your locker, along with any bags, purses, backpacks, etc. If you forget, the teacher will keep them for you until class is over. This is CCHS policy.

Consequences

- 1. Verbal reminder
- 2. Talk to teacher after class
- 3. Final verbal warning
- 4. Removal from class
- 5. When class time is not used appropriately, make-up time may be required

Grading

Your grade for each quarter will be determined based on the total number of points -

Test, quizzes, daily assignments, warm-ups/exit tickets and projects will make up the grade for this class.

Grade Scale

90 - 100% A

80 – 89% B

70 - 79% C

60 - 69% D

A minimum of 60% is needed to pass for the quarter, as well as at least 60% on all unit tests.

If it is necessary to retake a test, you will be given a maximum of 2 weeks after the first test to retake the test.

Testing Out Policy

In order to test out, a minimum of 77% is needed on all unit tests for that quarter. Tests may be scheduled with the teacher outside of class time. Please remember that when testing out, any review is your responsibility and that notes are not allowed during the test.

Late Assignments

If you are absent, you are responsible to make up your work. You will be given a maximum of 2 weeks to make up missing assignments, tests and quizzes and still earn credit. Missed tests and quizzes need to be made up outside of regular class time.

Plagiarism

You are here to increase your ability and understanding of the material covered, and to demonstrate that in the work that you turn in to me. Copying another student's work is not permitted. In the event that this happens, **both students will receive a zero** for the assignment.

My goal is that you will find this class fun, challenging and relevant to your life outside of school. I am excited to be here and have you here also! Remember, in order for you to be successful, it is expected that you will be here every day and participate fully in class activities.

02062 Geometry/Int Math 2

Geometry emphasizes an abstract, formal approach to the study of geometry, typically include topics such as properties of plane and solid figures; deductive methods of reasoning and use of logic; geometry as an axiomatic system including the study of postulates, theorems, and formal proofs; concepts of congruence, similarity, parallelism, perpendicularity, and proportion; and rules of angle measurement in triangles.

Geometry	Pacing Guide (days)	Standards
Unit 1 : Introduction to Geometry	10	G.CO.1
Unit 2 : Introduction to Proofs	10	G.CO.9
Unit 3: Parallel and Perpendicular Lines	15	G.CO.9,G.CO.10,G.GPE.5
Unit 4 : Congruent Triangles	13	G.CO.7, G.CO.8
Unit 5 : Similarity	11	G.SRT.2,G.SRT.3,R.SRT.4,G.SRT.5,G.MG.3
Unit 6: Right Triangles and Trigonometry	10	G.SRT.6, G.SRT.8
Unit 7 : Transformations	10	G.CO.2,G.CO.3,G.CO.4,G.CO.5
Unit 8 : Area and Volume	11	G.GMD.3,G.MG.1,G.MG.2

02154 Business Math

Business Math course reinforce general math skills, emphasize speed and accuracy in computations, and use these skills in a variety of business applications. Business Math courses reinforce general math topics (e.g., arithmetic, measurement, statistics, ratio and proportion, exponents, formulas, and simple equations) by applying these skills to business problems and situations; applications might include wages, hourly rates, payroll deductions, sales, receipts, accounts payable and receivable, financial reports, discounts, and interest.

Business Math	Pacing Guide (days)	NCTM Standards
Unit 1 : Gross Income	11	1.1, 1.2, 2.1, 2.2, 4.1, 4.2, 6.1, 6.2, 6.3, 8.1,
Unit 2 : Net Income	10	8.2, 8.4, 9.1, 9.2, 9.3
Unit 3: Recordkeeping	4	
Unit 4 : Checking Account	9	
Unit 5 : Savings Account	5	
Unit 6 : Cash Purchases	8	
Unit 7: Charge Account and Credit Cards	5	
Unit 8 : Loans	8	
Unit 9 : Vehicle Transportation	9	
Unit 10 : Housing Costs	8	
Unit 11 : Insurance	6	
Unit 12 : Investment	7	

CCHS WORLD HISTORY

DESCRIPTION:

WORLD HISTORY, THIS CLASS COVERS THE GEO-POLITICAL AND CULTURAL MOVEMENT OF EUROPEAN CIVILIZATION BEGINNING WITH THE AGE OF EXPLORATION AND ENDING WITH CURRENT EVENTS OF TODAY.

UNIT I

AGE OF EXPLORATION AND ABSOLUTISM

- EXPLORATION AND EXPANSION
- TRADE
- WARS OF RELIGION AND REVOLUTION
- EUROPEAN CULTURE

UNIT II

IMPERIALISM

- INDUSTRIAL REVOLUTION
- NATIONAL UNIFICATION AND THE NATIONAL STATE
- ROMANTICISM AND REALISM
- COLONIAL RULE
- EMPIRE BUILDING

UNIT III

WORLD AT WAR WW I WW II

- CAUSES OF WW I
- THE WAR
- RUSSIAN REVOLUTION
- OUTCOME OF THE WAR
- BETWEEN THE WARS RISE OF FASCISM
- · CAUSES OF WW II
- THE WAR
- HOLOCAUST
- AFTERMATH OF THE WAR

UNIT IV

COLD WAR

- · EARLY STAGES OF THE COLD WAR
- COLD WAR CONFLICTS
- END OF COLD WAR
- START OF NEW COLD WAR

UNIT V

CURRENT WORLD EVENTS

- EVENTS IN THE NEWS
- HOW DO THEY RELATE TO PREVIOUS HISTORICAL EVENTS
- HOW SHOULD THESE EVENTS BE HANDLED

STRANDS AND STANDARDS

STRANDS

- 1. HISTORICAL PERSPECTIVE
- 2. GEOGARPHIC PERSPECTIVE
- 3. ECONOMIC PERSPECTIVE
- INQUIRY
- 5. PUBLIC DISCOURSE AND DECISION MAKING

STANDARDS

- 1.1 TIME AND CHRONOLOGY
- 1.2 COMPREHENDING THE PAST
- 1.3 ANALYZING THE PAST
- 2.1 PEOPLE PLACES AND CULTURES
- 2.5 GLOBAL ISSUESS AND EVENTS
- 4.1 ECONOMIC SYSTEMS
- 4.3 ROLE OF GOVERNMENT
- 4.5 TRADE
- 5.1 INFORMATION PROCESSING
- 5.2 CONDUCTING INVESTIGATION
 - 6.1 IDENTIFYING AND ANALYZING ISSUES
 - 6.2 GROUP DISCUSSION
 - 6.3 PERSUASIVE WRITING

UNIT	PACING GUIDE	STANDARDS
Unit 1 exploration/absolutism	4 WEEKS	1.1 1.2 1.3
Unit 2 IMPERIALISM	3 WEEKS	1.1 1.2 1.3
UNIT 3 W.W. IAND W.W.II	4 WEEKS	1.1 1.2 1.3
UNIT 4 COLD WAR	3 WEEKS	1.1 1.2 1.3
UNIT 5 WORLD EVENTS	4 WEEKS	1.1 1.2 2.5 4.3 5.2

CCHS U.S. HISTORY

DESCRIPTION:

U.S.History: the class covers Americas growing role in world affairs, political, and militarily. We also look at how domestic policies shape and influence today's policies. Because history continues to grow each day we start the course in the late 1800's and move forward to our more current events, we try to make comparisons from past to present.

MAJOR CONCEPTS:

Students will

- * examine historical events
- * analyze domestic and foreign policies of given time periods
- * understand the causes of American involvement in conflicts abroad
- *understand how historical events impact decision's today

UNIT I

American Imperialism

- * Spanish American War
- * Latin America
- * WW | & ||
- *Cold War (Korea Vietnam
- * Current events

UNIT II

Progressivism

- Political origins
- · Areas of reform
 - Impact

UNIT III

Depression and New Deal

- · Causes of the great depression
- Dust Bowl
- Recovery FDR New Deal

UNIT IV

World Wars

- · Causes of wars
- U.S. entry
- Outcome of wars

UNIT V

Cold War to present

- Causes of the cold war
- · Hot spots of the cold war
- · Outcome of the war
- Current trends leading to another cold war?

STRANDS AND STANDARDS

- 1. HISTORICAL PERSPECTIVE
- 2. GEOGRAPHIC PERSPECTIVE
- 3. INQUIRY
- 4. PUBLIC DISCOURSE AND DECISION MAKING
- 1.1 TIME AND CHRONOLOGY
- 1.2 COMPRENDING THE PAST
- 1.3 ANALYZING AND INTERPRETING THE PAST
- 2.1 PEOPLE PLACES AND CULTURES
- 2.5 GLOBAL ISSUES AND EVENTS
- 5.1 INFORMATION PROCESSING
- 5.2 CONDUCTING INVESTGATIONS
- 6.1 IDENTIFYING AND ANALYZING ISSUES
- 6.2 GROUP DISCUSSIONS
- 6.3 PERSUASIVE WRITING

UNIT	PACING GUIDE	STANDARDS
UNIT 1 AMERICAN IMPERIALISM	4 WEEKS	1.1 1.2
UNIT 2 PROGRESSIVISM	2 WEEKS	1.1 1.2 5.1 5.2
UNIT 3 DEPRESSION AND NEW DEAL	4 WEEKS	1.1 1.2 5.1 5.2 6.3
UNIT 4 WW.I ANDWW.II	4 WEKS	1.1 1.2 5.1 5.2
UNIT 5 COLD WAR	4 WEEKS	1.1 1.2

Chemistry A

Course Overview: This course is a 9 week block course designed to help students understand the basic principles of chemistry, and apply them to the everyday world. A student who takes this course will be better prepared to train for a health or technical career. Eight units of study will teach the essential content standards of the Michigan Merit Curriculum for Chemistry. The units taught are: Science Processes, Measurement, Classification of Matter, Solids, Liquids and Gases, Atomic Structure, Electron Structure, Periodic Table and Chemical Compounds. We will use the chemistry portion of textbook Physical Science published by Prentice-Hall, as our main text, but we will also use other books and internet sites and videos as resources. There will be a variety of assignments including text book assignments, lectures, class discussions, on-line practice, computer simulations, PowerPoint and poster projects, and inquiry learning. There will be a unit assessment given approximately every week. Students must receive an average passing grade of at least 60% on all unit assessments and projects in order to earn credit for the class. Students may test out of the class if they can earn a 75% on all unit assessments and projects.

Pacing: 8, 1 week units + 2, 3 day, projects

Big Ideas and Standards:

Unit 1: Scientific Processes

Big Ideas: Science is a way of understanding nature. Scientific research may begin by generating new scientific questions that can be answered through replicable scientific investigations that are logically developed and conducted systematically. Scientific conclusions and explanations result from careful analysis of empirical evidence and the use of logical reasoning. Some questions in science are addressed through indirect rather than direct observation, evaluating the consistency of new evidence with results predicted by models of natural processes. Results from investigations are communicated in reports that are scrutinized through a peer review process. Openness to new ideas, skepticism, and honesty are attributes required for good scientific practice. Science both aids in the development of technology and provides tools for assessing the costs, risks, and benefits of technological systems. Scientific conclusions and arguments play a role in personal choice and public policy decisions. New technology and scientific discoveries have had a major influence in shaping human history.

Standards:

- C1.1A Generate new questions that can be investigated in the laboratory or field.
- **C1.1D** Identify patterns in data and relate them to theoretical models.
- C1.1E Describe a reason for a given conclusion using evidence from an investigation.
- C1.1f Predict what would happen if the variables, methods, or timing of an investigation were changed.
- **C1.1g** Based on empirical evidence, explain and critique the reasoning used to draw a scientific conclusion or explanation.
- **C1.1i** Distinguish between scientific explanations that are regarded as current scientific consensus and the emerging questions that active researchers investigate.
- C1.2h Describe the distinctions between scientific theories, laws, hypotheses, and observations.

Unit 2: Measurement

Big Ideas: An international system of measurements is used to communicate scientific findings is based on the metric system of units and prefixes. Measurements made with certain units are converted to other units by using standard unit conversions. The accuracy and precision of measurements are very important and depend upon the quality of the instrument or tool and the quality of the process. Scientific notation and significant figures are techniques used to communicate the meaning of numeric measurements.

Standards:

C1.1C Evaluate the uncertainties or validity of scientific conclusions using an understanding of sources of measurement error, the challenges of controlling variables, accuracy of data analysis, logic of argument, logic of experimental design, and/or the dependence on underlying assumptions.

C1.1B Conduct scientific investigations using appropriate tools and techniques (e.g., selecting an instrument that measures the desired quantity—length, volume, weight, time interval, temperature—with the appropriate level of precision).

Project 1: Designing and Conducting a Scientific Investigation

Big Idea: Scientific conclusions and explanations result from careful analysis of empirical evidence and the use of logical reasoning.

Standards:

- C1.1A Generate new questions that can be investigated in the laboratory or field.
- **C1.1C** Conduct scientific investigations using appropriate tools and techniques (e.g., selecting an instrument that measures the desired quantity—length, volume, weight, time interval, temperature—with the appropriate level of precision).
- **C1.1E** Describe a reason for a given conclusion using evidence from an investigation.
- C1.1f Predict what would happen if the variables, methods, or timing of an investigation were changed.
- **C1.1g** Based on empirical evidence, explain and critique the reasoning used to draw a scientific conclusion or explanation.
- **C1.1h** Design and conduct a systematic scientific investigation that tests a hypothesis. Draw conclusions from data presented in charts or tables.

Unit 3: Classification and Properties of Substances

Big Idea: Compounds, elements, and mixtures are categories used to organize matter. Students organize materials into these categories based on their chemical and physical behavior. Differences in the physical and chemical properties of substances are explained by the arrangement of the atoms, ions, or molecules of the substances and by the strength of the forces of attraction between the atoms, ions, or molecules.

Standards:

C2.2B Describe the various states of matter in terms of the motion and arrangement of the molecules (atoms) making up the substance.

- **C5.2B** Distinguish between chemical and physical changes in terms of the properties of the reactants and products.
- **C5.2C** Draw pictures to distinguish the relationships between atoms in physical changes in terms of the properties of the reactants and products.

Unit 4: Changes of State/Gas Laws

Big Idea: Properties of solids, liquids, and gases are explained by a model of matter that particles in motion. Chemistry students relate temperature to the average kinetic energy of the molecules and use the kinetic molecular theory to describe and explain the behavior of gases Molecules that compose matter are in constant motion (translational, rotational, vibrational). Energy may be transferred from one object to another during collisions between molecules.

Standards:

- **P4.p1A** For a substance that can exist in all three phases, describe the relative motion of the particles in each of the phases.
- **P4.p1B** For a substance that can exist in all three phases, make a drawing that shows the arrangement and relative spacing of the particles in each of the phases.
- **P2.p1A** Describe energy changes associated with changes of state in terms of the arrangement and order of the atoms (molecules) in each state.
- **P2.p1B** Use the positions and arrangements of atoms and molecules in solid, liquid, and gas state to explain the need for an input of energy for melting and boiling and a release of energy in condensation and freezing. (*Prerequisite*)
- C3.3A Describe how heat is conducted in a solid.
- C3.3B Describe melting on a molecular level
- **C2.2A** Describe conduction in terms of molecules bumping into each other to transfer energy. Explain why there is better conduction in solids and liquids than gases.
- C2.2c Explain changes in pressure, volume, and temperature for gases using the kinetic molecular model.
- **C2.2d** Explain convection and the difference in transfer of thermal energy for solids, liquids, and gases using evidence that molecules are in constant motion.
- **C2.2e** Compare the entropy of solids, liquids, and gases.
- **C2.2f** Compare the average kinetic energy of the molecules in a metal object and a wood object at room temperature.
- C5.4d Explain why freezing is an exothermic change of state.

Unit 5: Atomic Structure

Big Ideas: Students understand the structure of the atom to make predictions about the physical and chemical properties of various elements and the types of compounds those elements will form.

Standards:

- **C4.10A** List the number of protons, neutrons, and electrons for any given ion or isotope.
- **C4.10B** Recognize that an element always contains the same number of protons.
- **C4.10e** Write the symbol for an isotope, ${}^{A}_{X}Z$, where Z is the atomic number, A is the mass number, and X is the symbol for the element.
- **C4.10x** The atomic mass listed on the periodic table is an average mass for all the different isotopes that exist, taking into account the percent and mass of each different isotope.
- C4.8A Identify the location, relative mass, and charge for electrons, protons, and neutrons.
- **C4.8B** Describe the atom as mostly empty space with an extremely small, dense nucleus consisting of the protons and neutrons and an electron cloud surrounding the nucleus.
- **C4.8C** Recognize that protons repel each other and that a strong force needs to be present to keep the nucleus intact.
- **C4.8D** Give the number of electrons and protons present if the fluoride ion has a -1 charge.

Unit 6 Electrons in Atoms

Big Ideas: For each element, the arrangement of electrons surrounding the nucleus is unique. When the electron returns from an excited (high energy state) to a lower energy state, energy is emitted in only certain wavelengths of light, producing an emission spectra

Standards:

- **C2.4a** Describe energy changes in flame tests of common elements in terms of the (characteristic) electron transitions.
- **C2.4b** Contrast the mechanism of energy changes and the appearance of absorption and emission spectra.
- **C2.4c** Explain why an atom can absorb only certain wavelengths of light.
- **C2.4d** Compare various wavelengths of light (visible and nonvisible) in terms of frequency and relative energy.
- **C4.8e** Write the complete electron configuration of elements in the first four rows of the periodic table.
- C4.8f Write kernel structures for main group elements.
- **C4.8g** Predict oxidation states and bonding capacity for main group elements using their electron structure.
- **C4.8h** Describe the shape and orientation of s and p orbitals.
- **C4.8i** Describe the fact that the electron location cannot be exactly determined at any given time.

Unit 7: Periodic Table

Big Idea: An understanding of the organization the Periodic Table in terms of the outer electron configuration is one of the most important tools for the chemist and student to use in prediction and explanation of the structure and behavior of atoms

Standards:

C4.9A: Identify elements with similar chemical and physical properties using the periodic table.

C4.9b: Identify metals, non-metals, and metalloids using the periodic table.

C4.9c: Predict general trends in atomic radius, first ionization energy, and electronegativity of the elements using the periodic table.

C4.10d: Predict which isotope will have the greatest abundance given the possible isotopes for an element and the average atomic mass in the periodic table.

Unit 8: Chemical Bonding

Big Idea: Chemical bonds form either by the attraction of a positive nucleus and negative electrons or the attraction between a positive ion and a negative ion. The strength of chemical bonds can be measured by the changes in energy that occur during a chemical reaction. All molecular and ionic compounds have unique names that are determined systematically. Chemical compounds always have the same formula and the same composition. The formal charge on ions determines the ratio of the ions in an ionic compound, just as the apparent charge on atoms determines the ratio of the atoms in a covalent compound.

Standards:

C4.2A Name simple binary compounds using their formulae.

C4.2B Given the name, write the formula of simple binary compounds.

C4.2c Given a formula, name the compound.

C4.2d Given the name, write the formula of ionic and molecular compounds.

C5.5c Draw Lewis structures for simple compounds.

C4.4b Identify if a molecule is polar or nonpolar given a structural formula for the compound

Project 2: Element Project

Big Idea: Students will produce a PowerPoint, poster or other visual project that discusses an element of the Periodic Table. It will show how the periodic table organizes the known elements into periods and families with similar properties, and display the characteristics of a certain element. It will discuss the type of chemical bonding that occurs with their element and how that determines some characteristic properties and common uses of the materials in which their element is found.

C4.9A: Identify elements with similar chemical and physical properties using the periodic table.

C4.9b: Identify metals, non-metals, and metalloids using the periodic table.

C4.9c: Predict general trends in atomic radius, first ionization energy, and electronegativity of the elements using the periodic table.

Chemistry B

Course Overview: This course is a one semester course designed to help students understand the basic principles of chemistry, and apply them to the everyday world. A student who takes this course will be better prepared to train for a health or technical career. Eight units of study will teach the essential content standards of the Michigan Merit Curriculum for Chemistry. The units taught are: Bonding and Properties, Moles, Chemical Reactions, Solutions, Acids/Bases, Thermochemistry and Equilibrium, Carbon Chemistry, and Nuclear Chemistry. We will use the chemistry portion of textbook Physical Science published by Prentice-Hall, as our main text, but we will also use other books and internet sites and videos as resources. There will be a variety of assignments including text book assignments, lectures, class discussions, on-line practice, computer simulations, PowerPoint and poster projects, and inquiry learning. There will a unit assessment given approximately every week. Students must receive an average passing grade of at least 60% on all unit assessments and projects in order to earn credit for the class. Students may test out of the class if they can earn a 75% on all unit assessments and projects.

Pacing: 8, 1 week units + 2, 3 day, projects

Big Ideas and Standards:

Unit 1: Bonding and Properties

Big Ideas: Many physical properties of substances can be determined by knowing the type of bond structure that exists within the substance. Forces that exist between atoms can be classified into specific categories.

Standards:

C2.1a Explain the changes in potential energy (due to electrostatic interactions) as a chemical bond forms and use this to explain why bond breaking always requires energy.

C2.1b Describe energy changes associated with chemical reactions in terms of bonds broken and formed (including intermolecular forces).

C2.1c Compare qualitatively the energy changes associated with melting various types of solids in terms of the types of forces between the particles in the solid.

C3.2b Describe the relative strength of single, double, and triple covalent bonds between nitrogen atoms

C3.3c Explain why it is necessary for a molecule to absorb energy in order to break a chemical bond.

C4.4a Explain why at room temperature different compounds can exist in different phases.

C4.3c Compare the relative strengths of forces between molecules based on the melting point and boiling point of the substances.

- **C4.3d** Compare the strength of the forces of attraction between molecules of different elements. (For example, at room temperature, chlorine is a gas and iodine is a solid.)
- **C4.3e** Predict whether the forces of attraction in a solid are primarily metallic, covalent, network covalent, or ionic based upon the elements' location on the periodic table.
- C4.3f Identify the elements necessary for hydrogen bonding (N, O, F).
- **C4.3g** Given the structural formula of a compound, indicate all the intermolecular forces present (dispersion, dipolar, hydrogen bonding).
- **C4.3h** Explain properties of various solids such as malleability, conductivity, and melting point in terms of the solid's structure and bonding.
- **C4.3i** Explain why ionic solids have higher melting points than covalent solids. (For example, NaF has a melting point of 995°C while water has a melting point of 0°C.)
- **C5.4c** Explain why both the melting point and boiling points for water are significantly higher than other small molecules of comparable mass (e.g., ammonia and methane).
- **C5.4e** Compare the melting point of covalent compounds based on the strength of IMFs (intermolecular forces).

Unit 2: Moles

Big Idea: The mole is the standard unit for counting atomic and molecular particles in terms of common mass units.

Standards:

- C4.6a Calculate the number of moles of any compound or element given the mass of the substance.
- C4.6b Calculate the number of particles of any compound or element given the mass of the substance.
- C4.1a Calculate the percent by weight of each element in a compound based on the compound formula.
- **C4.1b** Calculate the empirical formula of a compound based on the percent by weight of each element in the compound.
- **C4.1c** Use the empirical formula and molecular weight of a compound to determine the molecular formula.

Unit 3: Chemical Equations and Stoichiometry

Big Idea: Balanced chemical equations always exhibit conservation of mass and conservation of heat. The same number of all gaseous molecules will occupy the same volume under the same conditions. Chemical reactions carried out in the same fashion will always produce the same products. All chemical reactions involve rearrangement of the atoms, which means breaking bonds in reactants and forming new bonds in the products

- C5.2A Balance simple chemical equations applying the conservation of matter.
- C5.2d Calculate the mass of a particular compound formed from the masses of starting materials.
- C5.2e Identify the limiting reagent when given the masses of more than one reactant.
- **C5.2f** Predict volumes of product gases using initial volumes of gases at the same temperature and pressure.
- **C5.6b** Predict single replacement reactions.

Unit 4: Chemical Equilibrium and Reaction Rates

Big Idea: For molecules to react, they must collide with enough energy (activation energy) to break old chemical bonds before their atoms can be rearranged to form new substances Chemical interactions either release energy to the environment (exothermic) or absorb energy from the environment (endothermic. The enthalpy change for a chemical reaction will depend on the relative strengths of the bonds in the reactants and products. There are two natural driving forces: (1) toward minimum energy (enthalpy) and (2) toward maximum disorder (entropy).

- **C3.4A** Use the terms endothermic and exothermic correctly to describe chemical reactions in the laboratory.
- C3.4B Explain why chemical reactions will either release or absorb energy.
- **C3.4c** Write chemical equations including the heat term as a part of equation or using ΔH notation.
- **C3.4d** Draw enthalpy diagrams for reactants and products in endothermic and exothermic reactions.
- **C3.2a** Describe the energy changes in photosynthesis and in the combustion of sugar in terms of bond breaking and bond making.
- **C2.3a** Explain how the rate of a given chemical reaction is dependent on the temperature and the activation energy.
- **C2.3b** Draw and analyze a diagram to show the activation energy for an exothermic reaction that is very slow at room temperature.
- **C3.1b** Draw enthalpy diagrams for exothermic and endothermic reactions.
- **C3.1c** Calculate the ΔH for a chemical reaction using simple coffee cup calorimetry.
- **C5.3a** Describe equilibrium shifts in a chemical system caused by changing conditions (Le Chatelier's Principle).
- **C5.3b** Predict shifts in a chemical system caused by changing conditions (Le Chatelier's Principle).

Project 1: Career in Chemistry

Big Idea: Students will do a small research project on Careers that utilize Chemistry for example: Forensics, Nursing, Plastics Engineering, and Materials Science

C1.2E Evaluate the future career and occupational prospects of science fields.

Unit 5: Solutions

Big Idea: The physical properties of a solution are determined by the concentration of solute.

Standards:

C3.4g: Explain why gases are less soluble in warm water than cold water.

C4.7a: Investigate the difference in the boiling point or freezing point of pure water and a salt solution.

Unit 5: Acids/Bases

Big Idea: Acids and bases are important classes of chemicals that are recognized by easily observed properties in the laboratory. Acids and bases will neutralize each other. Acid formulas usually begin with hydrogen, and base formulas are a metal with a hydroxide ion. As the pH decreases, a solution becomes more acidic. A difference of one pH unit is a factor of 10 in hydrogen ion concentration.

Standards:

C5.7A Recognize formulas for common inorganic acids, carboxylic acids, and bases formed from families I and II.

C5.7B Predict products of an acid-based neutralization.

C5.7C Describe tests that can be used to distinguish an acid from a base.

C5.7D Classify various solutions as acidic or basic, given their pH.

C5.7E Explain why lakes with limestone or calcium carbonate experience less adverse effects from acid rain than lakes with granite beds.

C5.7f Write balanced chemical equations for reactions between acids and bases and perform calculations with balanced equations.

C5.7g Calculate the pH from the hydronium ion or hydroxide ion concentration.

C5.7h Explain why sulfur oxides and nitrogen oxides contribute to acid rain.

Unit 7: Nuclear Reactions

Big Idea: Nuclear stability is related to a decrease in potential energy when the nucleus forms from protons and neutrons. If the neutron/proton ratio is unstable, the element will undergo radioactive decay. The rate of decay is characteristic of each isotope; the time for half the parent nuclei to decay is called the half-life. Comparison of the parent/daughter nuclei can be used to determine the age of a sample. Heavier elements are formed from the fusion of lighter elements in the stars. Students understand the tremendous energy released in nuclear reactions is a result of small amounts of matter being converted to energy. Nuclear reactions involve energy changes many times the magnitude of chemical changes. In chemical reactions matter is conserved, but in nuclear reactions a small loss in mass (mass defect) will account for the tremendous release of energy. The energy released in nuclear reactions can be calculated from the mass defect using E = mc².

- C2.5a Determine the age of materials using the ratio of stable and unstable isotopes of a particular type.
- **C2.r5b** Illustrate how elements can change in nuclear reactions using balanced equations.
- C2.r5c Describe the potential energy changes as two protons approach each other.
- **C2.r5d** Describe how and where all the elements on earth were formed.
- **C3.5a** Explain why matter is not conserved in nuclear reactions.

Unit 8: Carbon Chemistry

Big Idea: The chemistry of carbon is important. Carbon atoms can bond to one another in chains, rings, and branching networks to form a variety of structures, including synthetic polymers, oils, and the large molecules essential to life.

Standards:

- **C4.2e** Given the formula for a simple hydrocarbon, draw and name the isomers.
- **C5.8A** Draw structural formulas for up to ten carbon chains of simple hydrocarbons.
- **C5.8B** Draw isomers for simple hydrocarbons.

Recognize that proteins, starches, and other large biological molecules are polymers

Project 2: Persuasive Paper on Scientific/Societal Issue

Big Idea: The chemical industry has an impact on society and the environment.

Standards:

- C1.2B Identify and critique arguments about personal or societal issues based on scientific evidence.
- **C1.2C** Develop an understanding of a scientific concept by accessing information from multiple sources. Evaluate the scientific accuracy and significance of the information.
- **C1.2D** Evaluate scientific explanations in a peer review process or discussion format.
- **C1.2f** Critique solutions to problems, given criteria and scientific constraints.
- **C1.2g** Identify scientific tradeoffs in design decisions and choose among alternative solutions.
- C1.2j Apply science principles or scientific data to anticipate effects of technological design decisions.
- **C1.2k** Analyze how science and society interact from a historical, political, economic, or social perspective.

Career Preparation

Course Overview

This 9 week, block course introduces students to the working world and provides the knowledge and insight necessary to compete in today's challenging job market. It helps students investigate careers as they apply to personal interests and abilities, develop skills and job search documents needed to enter the workforce, explore the rights of workers and traits of effective employees, and address the importance of professionalism and responsibility as careers change and evolve. Unit topics include: Self-assessments, career research, professional writing, interviews, résumés, soft skills, money management, and entrepreneurial skills. Learning strategies include: video lecture, internet research, document writing, group discussions and role play, field trips, guest speakers, and group projects. Students must earn an average of 60% on all projects and assessments in order to earn credit for the class.

Pacing Guide: 9, 1 week units

Units and Objectives

Unit 1: The World of Work

Objectives:

Differentiate between a job, a career, and an occupation.

Examine the relationship between work and lifestyle.

List reasons why people work.

Identify sources of job dissatisfaction and list techniques for improving job satisfaction.

Examine workplace stereotypes and gender stereotypes.

Compare and contrast workplaces types.

Define economy and describe how individuals and businesses impact the economy.

Evaluate the business cycle and determine its impact on employment.

List trends found in the modern workplace.

Identify factors that influence the labor market.

Explain why workers may change jobs.

Unit 2: Self-Assessment

Objectives:

Determine how career plans are affected by skills, interests, and preferred lifestyle.

Analyze how self-concept can affect job performance.

Define personality and identify the purpose of taking personality tests.

Explore learning styles and their relationship to career selection.

Evaluate ways in which personal and work values can guide career choice.

Assess personal interests.

Identify aptitudes and abilities and determine how to develop new abilities.

Unit 3: Career Exploration

Objectives:

Differentiate between formal and informal research methods.

Identify sources for obtaining career information.

List work related experiences that can help explore careers.

List factors to consider when choosing a career.

Discover personal career expectations and explore international job outlook.

Identify the relationship between education and wage.

Evaluate possible career opportunities.

Identify the purpose of a career plan and set career goals.

Explore education and experience requirements needed to meet career goals.

Recognize the need to stay flexible in career planning.

Identify education as an investment in the future.

Unit 4: Networking, Job Searching, Applications, and Interviews

Objectives:

Identify sources for job leads and explain the importance of networking in a job search.

Describe strategies that effectively use a career network.

Identify and use printed, human, Internet, and organizational sources for job information.

Utilize tools to effectively organize and conduct your job search.

Explain how to display proper preparation when applying for jobs.

List components of a job application and explain how to complete an application properly.

Identify people who will give helpful references and explain how to manage references effectively

List strategies to use for obtaining an interview.

Describe interview styles and identify ways to be successful in each type.

Identify employment testing procedures.

List techniques for researching prospective employers.

Classify types of interview questions and develop appropriate responses.

Describe how to properly conduct a practice interview.

Summarize the importance of attitude during an interview and select appropriate interview attire.

Identify verbal and nonverbal communication behaviors that will enhance interview performance.

Describe how to communicate work qualifications effectively and conclude an interview.

Unit 5: Resumes

Objectives:

Identify the purpose of writing a résumé.

Differentiate between print, scannable, electronic, and Web résumés.

Identify essential elements of an effective résumé.

Recognize qualifications and experiences that support a job objective.

Differentiate between chronological, skills, and combination résumés.

Identify appropriate keywords to be used in a résumé.

Tailor a résumé to fit a specific job opening.

Design a résumé with an appealing format.

Recognize how the Internet is used to distribute résumés.

Write a résumé which can be used to apply for a job.

Unit 6: Professional Writing

Objectives:

Identify the purpose of writing a cover letter and thank you letter.

List the parts of an effective cover and thank you letter.

Describe qualifications and accomplishments in an effective cover letter format.

Describe how to appropriately format an electronic cover letter and thank you letter.

Write a cover letter and thank you letter which can be sent to a potential employer.

Describe how to follow up after a job interview.

Summarize the best methods for accepting and rejecting employment offers and handling rejection.

Unit 7: Soft Skills

Objectives:

Identify the skills and personal qualities employers look for in employees.

Describe ways to demonstrate desirable personal qualities on the job.

Develop effective strategies to handle criticism, pressure, and gossip in the workplace.

Explain the relationship between good health and career success.

Identify the causes of stress and ways to manage stress.

Summarize the rules of workplace etiquette.

Describe effective ways to work with a diverse group of people.

Identify the benefits of teamwork for team members and businesses, and describe how to be a good team member.

List common sources of conflict in the workplace and describe how conflict can negatively affect the work environment.

Describe the process of conflict resolution.

Describe good communication skills and explain their importance in the workplace.

Explain why a positive attitude, high self-esteem, and enthusiasm contribute to career success.

Develop the ability to think positively, overcome doubt, and deal with mistakes.

Describe how to assert yourself on the job.

Describe steps to self-improvement.

Unit 8: Money and Time Management

Objectives:

Identify typical forms of payment.

Recognize the importance of making a budget and saving money for the future.

Recognize the risks and benefits of credit.

Describe common employee benefits.

Explain the role of employee performance reviews.

Explain how to prioritize your work.

Create a schedule that will help you accomplish tasks on time.

Identify strategies for managing your time effectively.

Describe strategies for organizing your work and your work area.

Describe how to develop and maintain a system for organizing information.

Identify how technology can improve organization skills.

Unit 9: Entrepreneurship

Objectives:

Define entrepreneur and identify key traits of successful entrepreneurs. Identify ways that people create new products and services. List the four ways to become a business owner. Identify forms of business ownership and factors that can affect business success. Create a mini-entrepreneurial project.

English 10

Syllabus and Classroom Expectations

01002 English 10

English 10 class explores selected classical prose and poetry in depth. Works are examined by theme, and time is spent learning to discuss a theme, giving examples from the literature read. Formal vocabulary study continues all year. Writing occurs throughout, including character analysis, but takes many different forms: expository, creative and reflective.

This course is designed to help students acquire the tools needed to critically respond and take stances on beliefs, views of the world, and make an impact on problems in our society. Students will learn to thoroughly express their stance or response to life issues by writing and speaking in a clear and concise way. They will acquire Skills to understand deeper or implied meaning while reading, listening, and viewing texts to determine and understand how literature can be a reflection of culture. Attention will be given to both the students and the author's effective usage of the English language for publication or to express one's own personal thoughts.

The primary texts for the four units of this class are Freak the Mighty, Rooftop, Heroes, Short Stories, and various classical texts.

The units will cover the following:

Common Core Standards:

Reading Standards for Literature and Informational Text

- Key Ideas and Details
- Close Reading
- Integration of Knowledge and Ideas
- Range of Reading and Level of Text Complexity

Writing Standards

Text Types and Purposes

- Production and Distribution of Writing
- Research to Build and Present Knowledge
- Range of Writing

Speaking and Listening Standards

- Comprehension and Collaboration
- Presentation of Knowledge and Ideas

Pacing Guide and Standards Addressed

Unit	Pacing Guide	Standards Covered
Unit 1 - Introduction & Freak the Mighty	5 weeks	RL9-10.1, RL9-10.6, RI9-10.1, RI9-10.2, W9-10.1, W9-10.2, W9-10.4, SL9-10.1, L9-10.1
Unit 2 - Rooftop	4 weeks	RL9-10.2,RL9-10.7, RI.9-10.3, RI9-10.4, W9-10.1F, W9-10.10A, W9-10.5, SL9-10.1C, L9-10.2
Unit 3 - Hero	5 weeks	RL9-10.3, RL9-10.9, RL9-10., RI9-10.8, W9-10.2F, W9-10.6, SI9-10.4, L9-10.5
Unit 4 - Short Stories	4 weeks	RL9-10.4, RL9-10.5, RL9-10.10, RI9-10.10, W9-10.3A, W9-10.3E, W9-10.7, W9-10.8, W9-10.10, SL9-10.5, L9-10.6

English 11

Syllabus and Classroom Expectations

01003 English 11

We will read novels throughout the term and throughout the year, a handful of poets are studied, along with short stories and excerpts from longer works. Writing assignments and vocabulary are related to the works being studied.

In this class students will explore novel themes from the critical thinking perspective. Students will develop their writing to persuade the reader on their thinking around various real life topics and connections to the texts. Students will also explore how literature can be used to transform one's own thinking. Students will journal and respond to different perspectives. Students will look at what impact culture plays in developing one's own thinking. Within this experience students will construct a persuasive speech/presentation, a research paper, and a literary analysis essay. A specific focus will be spent on developing the students punctuation, understanding of various phrases used in writing, and common spelling errors.

The primary texts for the four units of this class are Hunger Games, Hip Hop High School, Flowers for Algernon, assorted short stories, and world texts.

The units will cover the following:

Common Core Standards:

Reading Standards for Literature and Informational Text

- Key Ideas and Details
- Close Reading
- Integration of Knowledge and Ideas
- Range of Reading and Level of Text Complexity

Writing Standards

- Text Types and Purposes
- Production and Distribution of Writing
- Research to Build and Present Knowledge
- Range of Writing

Speaking and Listening Standards

- Comprehension and Collaboration
- Presentation of Knowledge and Ideas

Pacing Guide and Standards Addressed

Unit	Pacing Guide	Standards Covered
Unit 1 - Introduction & Hunger Games	5 weeks	RL11-12.1, RL11-12.6, RI11-12.1, RI11-12.2, W11-12.1, W11-12.2, W11-12.4, SL11-12.1, L11-12.1
Unit 2 - Hip Hop High School	4 weeks	RL11-12.2,RL11-12.7, RI.11-12.3, RI11-12.4, W11- 12.1F, W11-12.10A, W11-12.5, SL11-12.1C, L9- 10.2
Unit 3 - Flowers for Algernon	5 weeks	RL11-12.3, RL11-12.9, RL11-12., RI11-12.8, W11- 12.2F, W11-12.6, SI11-12.4, L11-12.5
Unit 4 - Short Stories	4 weeks	RL11-12.4, RL11-12.5, RL11-12.10, RI11-12.10, W11-12.3A, W11-12.3E, W11-12.7, W11-12.8, W11-12.10, SL11-12.5, L11-12.6

CCHS Government

Description: Government class covers the Foundations of American Democracy, including the Articles of Confederation, the United States Constitution, Bill of Rights and discusses the Core Democratic Values that our government is founded upon. The basics of Government are included, such as State and Local Government, and the three branches of Government.

This class also has a large current events component, and discusses civic responsibility, and comparative politics, along with historical foreign policy decisions.

Major unit concepts:

Students will:

- Examine modern political systems.
- Analyze the U.S. constitution and its Amendments, and understand the relevance of Core Democratic Values.
- Understand the U.S. political process, including campaigns, elections, and the lawmaking process.
- Understand the structure and powers of the legislative, executive and judicial branches of the government.
- Analyze state and local government systems, and recognize their important role in the political process
- Value their civic responsibilities

Unit I - Origins of US Gov't, and the US Constitution

- 1. Articles of Confederation
- 2. United States Constitution
- 3. Constitutional Government
- 4. Alternative Forms of Government

Michigan Strands, Standards and Benchmarks in Unit 1:

- C1 CONCEPTUAL FOUNDATIONS OF CIVIC AND POLITICAL LIFE
- 1.1 Nature Of Civic Life, Politics, and Government
- 1.2 Alternative Forms of Government
- C2 ORIGINS AND FOUNDATIONS OF GOVERNMENT OF THE UNITED STATES OF AMERICA
- 2.1 Origins of American Constitutional Government
- 2.2 Foundational Values and Constitutional Principles of American Government

Unit II - Bill of Rights + Structure & Function of US Government

- 1. The Bill of Rights
- 2. Enumerated Powers
- 3. Structure and Function of the US Government
- 4. State and Local Governments

Michigan Strands, Standards and Benchmarks in Unit II:

C3 - STRUCTURE AND FUNCTION OF GOVERNMENT IN THE UNITED STATES OF AMERICA

- 3.1 Structure, Functions, and Enumerated Powers of National Government
- 3.2 Powers and Limits on Powers
- 3.3 Structure and Functions of State and Local Governments
- 3.4 System of Law and Laws
- 3.5 Other Actors in the Policy Process

Unit III - US Citizenship and Social Issues

- 1. Citizenship
- 2. Taxes
- 3. Poverty
- 4. Diversity

Michigan Strands, Standards and Benchmarks in Unit III:

C5 - CITIZENSHIP IN THE UNITED STATES OF AMERICA

- 5.1 The Meaning of Citizenship in the United States of America
- 5.2 Becoming a Citizen
- 5.3 Rights of Citizenship
- 5.4 Responsibilities of Citizenship
- 5.5 Dispositions of Citizenship
- **C6 CITIZENSHIP IN ACTION**
- 6.1 Civic Inquiry and Public Discourse
- 6.2 Participating in Civic Life

Unit IV - Core Democratic Values

- 1. Constitutional principles
- 2. Fundamental Values
- 3. Citizen Involvement

Michigan Strands, Standards and Benchmarks in Unit IV:

- K1 General Social Science Knowledge embedded in civics standards and expectations
- P1 Reading and Communication read and communicate effectively.
- P2 Inquiry, Research, and Analysis critically examine evidence, thoughtfully consider
- P3 Public Discourse and Decision Making engage in reasoned and informed decision making that should characterize each citizen's participation in American society.
- P4 Citizen Involvement

Unit V – Foreign Policy – Comparative Politics

- 1. Somalia ("Ambush in Mogadishu")
- 2. Rwanda ("Triumph of Evil")
- 3. Bosnia
- 4. Iraq

Michigan Strands, Standards and Benchmarks in Unit VII:

1.3 – Analyzing and Interpreting the Past; 1.4 – Judging decisions from the past; 2.1 – Diversity of People, Places and Cultures; 2.2 – Human/Environment interaction; 2.3 – Location, Movement and Connections; 2.4 – Regions, Patterns and Processes; Global Issues and Events; 3.2 – Ideals of American Democracy; 3.5 – American Government and World Affairs; 4.3 – Role of Government (Economic Perspective); 4.4 – Economic Systems; 4.5 – Trade; 5.1 – Information Processing (Inquiry); 5.2 – Conducting investigations; 6.1 – Identifying and analyzing issues; 6.2 – Group Discussion; 6.3 – Persuasive Writing;

Government Pacing Guide

Unit	Pacing Guide	Standards Covered
Unit 1 Origins of US Gov't and the US Constitution	10 Days	C1.1, C1.2, C2.1, C2.2
Unit 2 Bill of Rights	10 Days	C3.1, C3.2, C3.3, C3.4, C3.5
Unit 3 Citizenship and Social Issues	10 Days	C5.1, C5.2, C5.3, C5.4, C5.5, C6.1, C6.2
Unit 4 Core Democratic Values	10 Days	K1, P1, P2, P3, P4
Unit 5 Comparative Politics	5 Days	C1.3,C1.4,C2.1,C2.2,C2.4,C3.2,C3.5, C4.3,C4.4,C4.5,C5.1,C5.2,C6.1,C6.2,C6.3
	(45 days total)	

CCHS Economics

Description: Economics class covers basic micro and macroeconomic concepts, including Supply and Demand, Opportunity Cost, Scarcity, Inflation, the Free Market, Poverty, Business Ethics, and Marketing.

Unit I - Opportunity cost and Scarcity.

- 1. Scarcity and the factors of production.
- 2. Opportunity cost.
- 3. Production possibilities curves.
- 4. Decision making at the margin.

Michigan Strands, Standards and Benchmarks in Unit I:

- E1.1.1 Scarcity, Choice, Opportunity Costs, and Comparative Advantage
- **E1.2** Competitive Markets
- E1.3 Prices, Supply, and Demand
- E4.1 Decision Making
- E4.1.1 Scarcity and Opportunity Costs
- E2.1.2 Circular Flow and the National Economy

Unit II - Free market and Inflation

- 1. Money supply, Inflation, and Recession.
- 2. Elasticity
- 3. Public policy and the market.
- 4. Government revenue and services.

Michigan Strands, Standards and Benchmarks in Unit II:

- E2.1.4 Money Supply, Inflation, and Recession
- E2.1 Understanding National Markets
- E3.1.2.1 Business Structures
- E3.1.3.3 Price, Equilibrium, Elasticity, and Incentives
- E3.2.3 Exchange Rates and the World Trade
- E1.4.1 Public Policy and the Market
- E1.4.2 Government and Consumers
- E1.4.3 Government Revenue and Services
- E3.2.4 Monetary Policy and International Trade

Unit III - Marketing and Choices.

- 1. Personal Decisions
- 2. Marketing
- 3. Personal Finance

Michigan Strands, Standards and Benchmarks in Unit III:

E3.2 Economic Interdependence - Trade

- E4.1 Decision Making
- E4.1.1 Scarcity and Opportunity Costs
- E4.1.5 Personal Decisions
- E4.1.4 Key Components of Personal Finance
- E 4.1.2 Marginal Benefit and Cost
- E 3.2.1 Absolute and Comparative Advantage

Unit IV - Supply and Demand

- 1. Supply
- 2. Demand
- 3. Equilibrium, Elasticity, and Incentives.
- 4. Government role in the market.

Michigan Strands, Standards and Benchmarks in Unit IV:

- E1.3 Prices, Supply, and Demand
- E1.3.1 Law of Supply
- E1.3.2 Law of Demand
- E1.3.3 Price, Equilibrium, Elasticity, and Incentives
- E1.4 Role of Government in the Market
- E1.4.2 Government and Consumers
- E1.4.5 Economic Incentives and Government

Unit V - Minimum Wage and Poverty

- 1. Minimum Wage
- 2. Poverty
- 3. Personal Finance
- 4. Budgets

Michigan Strands, Standards and Benchmarks in Unit V:

- E2.1.6 Unemployment
- E2.2 Role of Government in the United States Economy
- E3.1.4 GDP and Standard of Living
- E3.1.5 Comparing Economic Systems
- E4.1.3 Personal Finance Strategy

Unit VI - Business Ethics

- 1. Positive and negative externalities
- 2. Child Labor
- 3. Unions
- 4. Boycotts.

Michigan Strands, Standards and Benchmarks in Unit VI

- E1.2.2 Price in the Market -
- E1.4 Role of Government in the Market
- E1.4.1 Public Policy and the Market
- E1.4.4 Functions of Government
- E2.1.9 American Economy in the World
- E2.2 Role of Government in the United States Economy
- E3.1.2 Developing Nations
- E3.1.3 International Organizations and the World Economy
- E3.1.4 GDP and Standard of Living
- E3.2.5 The Global Economy and the Marketplace

Unit VII - Comparative Economics

- 1. Comparing economic systems.
- 2. World Trade
- 3. The global economy

Michigan Strands, Standards and Benchmarks in Unit VII

- E2.2.1 Federal Government and Macroeconomic Goals
- E3.1 Economic Systems
- E3.1.5 Comparing Economic Systems
- E3.2.1 Absolute and Comparative Advantage
- E3.2.2 Domestic Activity and World Trade
- E3.2.5 The Global Economy and the Marketplace

Econ Pacing Guide

Unit	Pacing Guide	Standards Covered
Unit 1 Opportunity cost & Scarcity	5 Days	E1.1.1, E1.2, E1.3, E4.1, E4.1.1, E2.1.2
Unit 2 Free Market & Inflation	5 Days	E2.1, E3.1.2, E3.1.3, E2.1.4, E3.2.3, E1.4.1, E1.4.2, R1.4.3, E3.2.4
Unit 3 Marketing & Choices	5 Days	E3.2, E4.1, E4.1.1, E4.1.5,

		E4.1.4, E4.1.2, E3.2.1
Unit 4 Supply and Demand	5 Days	E1.3, E1.3.1, E1.4.2, E1.4.5,
		E1.4, E1.3.1, E1.3.2, E1.3.3
Unit 5 Minimum Wage &	10 Days	E2.1.6, E2.2, E3.1.4, E, E3.1.5,
Poverty		E4.1.3
Unit 6 Business Ethics	7 Days	E1.2.2, E1.4, E1.4.1, E1.4.4,
		E2.1.9, E2.2, E3.1.2, E3.1.3,
		E3.1.4, E3.2.5
Unit 7 Comparative Economics	8 Days	E2.2.1, E3.1, E3.1.5, E3.2.1,
		E3.2.2, E3.2.5
	(45 days total)	

CCHS Computers

Description: Computer class covers past, current, and future technology. There is a focus on using basic computer applications, along with issues in technology. A basic intro to web design is included, along with many a performance and presentation piece. Students will be creating using the computer as a tool.

Unit I - Basic Apps - Microsoft Word Processing

- 1. Creation and problem solving.
- 2. Idea development
- 3. Recognizing Patterns
- 4. Editing and Creation of Solutions.

Michigan Strands, Standards and Benchmarks in Unit I:

- C.1 Engage in full iterative cycles...
- C.2 Develop an idea, question, or problem that is guided...
- C.3 Understand, recognize, and use the elements...
- C.4 Use the best available and appropriate instruments, resources, tools, and technologies
- C.5 Reflect on and articulate the steps

Unit II - PC's in historical, Social, Cultural Contexts.

- 1. Early computers.
- 2. Apple
- 3. Microsoft
- 4. Computers as an art form.

- R.1 Observe, describe, reflect, analyze, and interpret works
- R.2 Identify, describe, and analyze connections
- R.3 Describe, analyze, and understand
- R.4 Experience, analyze, and reflect

Unit III - Animations and presentations

- 1. Powerpoint
- 2. Animation Schemes
- 3. Presentation software

Michigan Strands, Standards and Benchmarks in Unit III:

- P.1 Apply the techniques, elements, principles, intellectual methods...
- P.2 Demonstrate skillful use of appropriate vocabularies, tools, instruments, and technologies...
- P.3 Describe and consider relationships among the intent of the student/artist...
- P.4 Perform, present, exhibit, publish, or demonstrate...
- C.5 Reflect on and articulate the steps

Unit IV - Beginning Web Design

- 1. Personal Blogs
- 2. Research
- 3. Design Intro

Michigan Strands, Standards and Benchmarks in Unit IV:

- P.1 Apply the techniques, elements, principles, intellectual methods...
- P.2 Demonstrate skillful use of appropriate vocabularies, tools, instruments, and technologies...
- P.3 Describe and consider relationships among the intent of the student/artist...
- P.4 Perform, present, exhibit, publish, or demonstrate...
- C.4 Use the best available and appropriate instruments, resources, tools, and technologies
- C.5 Reflect on and articulate the steps

Unit V - Basic Applications (Spreadsheets)

- 1. Excel
- 2. Performance and demonstration of skills
- 3. Data Driven Decisions

- C.4 Use the best available and appropriate instruments, resources, tools, and technologies
- C.5 Reflect on and articulate the steps
- R.4 Experience, analyze, and reflect
- P.4 Perform, present, exhibit, publish, or demonstrate
- P.2 Demonstrate skillful use of appropriate vocabularies, tools

Unit VI - Future Technology and Current Tech Issues

- 1. Piracy
- 2. Handheld devices
- 3. Encryption
- 4. Gaming

Michigan Strands, Standards and Benchmarks in Unit VI:

- R.3 Describe, analyze, and understand
- R.4 Experience, analyze, and reflect
- P.1 Apply the techniques, elements, principles, intellectual methods...
- P.2 Demonstrate skillful use of appropriate vocabularies, tools, instruments, and technologies...
- C.2 Develop an idea, question, or problem that is guided...
- C.3 Understand, recognize, and use the elements...

Computer Apps Pacing Guide

Unit	Pacing Guide	Standards Covered	
Unit 1 Basic Apps - Word	10 Days	C.1, C.2, C.3, C4, C5	
Unit 2 PC's in historical, social, cultural contexts.	10 Days	R.1, R.2, R.3, R.4	
Unit 3 Basic Apps – Powerpoint	5 Days	P.1, P.2, P.3, P.4, C.5	
Unit 4 Beginning Web Design	10 Days	P.1, P.2, P.3, P.4, C.2, C.4, C.5	
Unit 5 Basic Apps – Excel	5 Days	C.4, C.5, R4, P4, P2	
Unit 6 Future Technology	5 Days	R.3, R.4, P.1, P.2, C.2, C.3	
	(45 days total)		

Syllabus and Classroom Expectations

01002 English 10

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- Close Reading
- Integration of Knowledge and Ideas
- Range of Reading and Level of Text Complexity

Writing Standards

- Text Types and Purposes
- Production and Distribution of Writing
- Research to Build and Present Knowledge
- Range of Writing

Speaking and Listening Standards

- Comprehension and Collaboration
- Presentation of Knowledge and Ideas

Attendance:

Students will have no more than ten absences, excused or unexcused, per quarter. Students with three or more absences may be required to meet with the Director and a parent, and the student may have to make up the missed class time.

Students up to 15 minutes late will be tardy. 3 tardies will equal 1 absence.

Being more than 15 minutes late to class, out of class more than 15 minutes, or leaving class before dismissal will be entered as an absence in Skyward (L in my attendance book).

Each day you are on time and remain in class for the entire period, you will earn 5 points. If you are tardy, but remain in class for the entire period, you will also earn 3 points. If you are marked 'absent' for any of the above reasons, you will not earn attendance points.

Participation:

Each day you participate appropriately and positively, you will earn 5 points. If you do not participate or are disruptive to the learning process, you will not earn participation points.

The following classroom expectations will determine your participation points: Classroom rules as decided by class; *Time and place* – act maturely and successfully – be respectful and responsible; Be quiet and listen when teacher or others are talking; Follow requests and directions; Stay in your seat (assigned if needed) and keep your hands to yourself; Comply with school policy; and Be positive.

Grading:

90 - 100% A

80 - 89% B

70 - 79% C

60 - 69% D

Your grade will be based on daily and weekly work such as: vocabulary, reading, responses to text, response writing, partner & group work, conferencing, projects & presentations, essays, quizzes and tests.

A minimum of 60% is needed to pass. All missed work needs to be made up within 1 week. Quizzes and tests need to be made up within 1 week.

Electronic devices, bags, and backpacks:

Do not bring your bags or backpacks into the classroom. You have a locker, leave them there. If you use your electronic device inappropriately, I will ask for it and keep it until the end of class. If you have a bag or backpack, I will ask you to return it to your locker or put it by my desk. If you do not do as asked, you will be asked to leave the classroom and meet with student services or the principal.

Pacing Guide and Standards Addressed

Unit	Pacing Guide	Standards Covered
Unit 1 - Introduction & Freak the Mighty	5 weeks	RL9-10.1, RL9-10.6, RI9-10.1, RI9-10.2, W9-10.1, W9-10.2, W9-10.4, SL9-10.1, L9-10.1
Unit 2 - Rooftop	4 weeks	RL9-10.2,RL9-10.7, RI.9-10.3, RI9-10.4, W9-10.1F, W9-10.10A, W9-10.5, SL9-10.1C, L9-10.2
Unit 3 - Hero	5 weeks	RL9-10.3, RL9-10.9, RL9-10., RI9-10.8, W9-10.2F, W9-10.6, SI9-10.4, L9-10.5
Unit 4 - Short Stories	4 weeks	RL9-10.4, RL9-10.5, RL9-10.10, RI9-10.10, W9-10.3A, W9-10.3E, W9-10.7, W9-10.8, W9-10.10, SL9-10.5, L9-10.6

English 11

Syllabus and Classroom Expectations

01003 English 11

We will read novels throughout the term and throughout the year, a handful of poets are studied, along with short stories and excerpts from longer works. Writing assignments and vocabulary are related to the works being studied.

In this class students will explore novel themes from the critical thinking perspective. Students will develop their writing to persuade the reader on their thinking around various real life topics and connections to the texts. Students will also explore how literature can be used to transform one's own thinking. Students will journal and respond to different perspectives. Students will look at what impact culture plays in developing one's own thinking. Within this experience students will construct a persuasive speech/presentation, a research paper, and a literary analysis essay. A specific focus will be spent on developing the students punctuation, understanding of various phrases used in writing, and common spelling errors.

The primary texts for the four units of this class are Hunger Games, Hip Hop High School, Flowers for Algernon, assorted short stories, and world texts.

The units will cover the following:

Common Core Standards:

Reading Standards for Literature and Informational Text

- Key Ideas and Details
- Close Reading
- Integration of Knowledge and Ideas
- Range of Reading and Level of Text Complexity

Writing Standards

- Text Types and Purposes
- · Production and Distribution of Writing
- Research to Build and Present Knowledge
- Range of Writing

Speaking and Listening Standards

- Comprehension and Collaboration
- Presentation of Knowledge and Ideas

Attendance:

Students will have no more than ten absences, excused or unexcused, per quarter. Students with three or more absences may be required to meet with the Director and a parent, and the student may have to make up the missed class time.

Students up to 15 minutes late will be tardy. 3 tardies will equal 1 absence.

Being more than 15 minutes late to class, out of class more than 15 minutes, or leaving class before dismissal will be entered as an absence in Skyward (L in my attendance book).

Each day you are on time and remain in class for the entire period, you will earn 5 points. If you are tardy, but remain in class for the entire period, you will also earn 3 points. If you are marked 'absent' for any of the above reasons, you will not earn attendance points.

Participation:

Each day you participate appropriately and positively, you will earn 5 points. If you do not participate or are disruptive to the learning process, you will not earn participation points.

The following classroom expectations will determine your participation points: Classroom rules as decided by class; *Time and place* – act maturely and successfully – be respectful and responsible; Be quiet and listen when teacher or others are talking; Follow requests and directions; Stay in your seat (assigned if needed) and keep your hands to yourself; Comply with school policy; and Be positive.

Grading:

90 - 100% A

80 - 89% B

70 - 79% C

60 - 69% D

Your grade will be based on daily and weekly work such as: vocabulary, reading, responses to text, response writing, partner & group work, conferencing, projects & presentations, essays, quizzes and tests.

A minimum of 60% is needed to pass. All missed work needs to be made up within 1 week. Quizzes and tests need to be made up within 1 week.

Electronic devices, bags, and backpacks:

Do not bring your bags or backpacks into the classroom. You have a locker, leave them there. If you use your electronic device inappropriately, I will ask for it and keep it until the end of class. If you have a bag or backpack, I will ask you to return it to your locker or put it by my desk. If you do not do as asked, you will be asked to leave the classroom and meet with student services or the principal.

Pacing Guide and Standards Addressed

Unit .	Pacing Guide	Standards Covered
Unit 1 - Introduction & Hunger Games	5 weeks	RL11-12.1, RL11-12.6, RI11-12.1, RI11-12.2, W11-12.1, W11-12.2, W11-12.4, SL11-12.1, L11-12.1
Unit 2 - Hip Hop High School	4 weeks	RL11-12.2,RL11-12.7, RI.11-12.3, RI11-12.4, W11-12.1F, W11-12.10A, W11-12.5, SL11-12.1C, L9-10.2
Unit 3 - Flowers for Algernon	5 weeks	RL11-12.3, RL11-12.9, RL11-12., RI11-12.8, W11-12.2F, W11-12.6, SI11-12.4, L11-12.5
Unit 4 - Short Stories	4 weeks	RL11-12.4, RL11-12.5, RL11-12.10, RI11-12.10, W11-12.3A, W11-12.3E, W11-12.7, W11-12.8, W11-12.10, SL11-12.5, L11-12.6

Pre-Algebra Syllabus / Mrs. Nowak Course Description: 02051 Pre-Algebra

Pre-Algebra course increases students' foundational math skills and prepare them for Algebra I by covering a variety of topics, such as properties of rational numbers (i.e., number theory), ratio, proportion, estimation, exponents and radicals, the rectangular coordinate system, sets and logic, formulas, and solving first-degree equations and inequalities.

Units Covered

- Unit 1 Number Sense-Students will be reviewing prerequisite skills for the class including rounding, arithmetic involving decimals, order of operations, division rules, GCF, and simple word problems..
- Unit 2 Rational and irrational numbers, Radical Numbers. Students will understand the difference between a rational and irrational number and be able to approximate an irrational number to a rational.
- Unit 3 Proportions Students will explore proportions and modeling using proportions...
- Unit 4 Expressions and Equations Students will be able to analyze linear equations and create linear equations from two points, or from point and slope.
- Unit 5 Patterns in Data Students will be able to create and analyze data using scatter plot, dot plot, stem plot, histogram, and box and whisker plot.
- Unit 6 Pythagorean Theorem Students will understand and apply The Pythagorean Theorem.

 Pacing Guide and Standards

UNIT	Pacing Guide	Standards Addressed
Unit 1 – Number Sense	4 weeks	5.NBT.1, 5.NBT7, 6.NS.2, 6.NS.3, 6.NS.4
Unit 2 – Rational and Irrational	2.5 weeks	7.NS.2, 8.NS.1, 8.NS.2, 8.EE.2
Unit 3 – Proportions	2.5 weeks	6.RP3b, 8.EE.5, 8.EE.6
Unit 4 – Algebraic Expressions and Equations	3 weeks	6.EE1, 7.NS.1, 7.EE.1, 7.EE.2, 7.EE.3, 8.EE.7,
Unit 5 – Patterns in Data	4 weeks	6.SP.2, 6.SP.3, 6.SP.4, 6.SP.5,8.SP.1, 8.SP.2, 8.SP.4,
Unit 6 – Pythagorean Theorem	2 weeks	8.G.6, 8.G.7, 8.G.8

Attendance

A big part of learning math is the guided practice. You cannot get help on a concept if you're not here. Students should miss class only when absolutely necessary, and be prepared to make up work outside of class upon their return.

Please see the student handbook for attendance policy.-I

Tardies: You are tardy when the clock in my room says it is time to start class. 3 tardies are the same as 1 absence

Late Assignments

If you are absent, you are responsible to make up your work. Missed tests and quizzes need to be made up outside of regular class time. You will need to make up missing work for each unit by the unit test to get credit for that assignment(s).

School Rules and Class Rules

1. Be Prepared to Work

Be on time, in your seat, following directions and using your time wisely (this includes no sleeping!)

2. Respect Yourself and Each Other

Treat others as you would like to be treated. No physical acts of violence, no verbal threats, no harassment and no inappropriate language.

3. Take Care of Your Environment

Take care of the building, and take care of your mess.

4. Take Responsibility for Your Work and Actions

You are responsible for the choices you make.

Grading

In this class, grading is done by Learning Targets. Each unit has 7-12 learning targets. You will be graded on each target with a 4 point scale.

0- missing

1- Not proficient (You have no clue)

2- Partially proficient (You are starting to understand the concept)

3- Proficient (You have the concept the majority of the time with only occasional errors)

4- Mastery (You can do it in your sleep)

You will have multiple times throughout unit to develop mastery on a learning target. The grade in Skyward will reflect your latest progress on each learning target.

At the end of each, you will be tested on all of the learning targets. You must pass each unit test, to receive credit for the course.

Grade Scale -see student handbook

In order to earn credit for this course, you are required to take and pass the unit test for each of the five units.

Plagiarism

You are here to increase your ability and understanding of the material covered, and to demonstrate that in the work that you turn in to me. Copying another student's work is not permitted. In the event that this happens, **both students will receive a zero** for the assignment.

Algebra I Syllabus / Mrs. Nowak

Course Description:

02061 Algebra I

Algebra I course topics include the study of properties and operations of the real number system; evaluating rational algebraic expressions; solving and graphing first degree equations and inequalities; translating word problems into equations; operations with and factoring of polynomials; and solving simple quadratic equations. Units Covered

- Unit 1 -Properties and operations of real number system.
- Unit 2 Algebraic Expressions
- Unit 3 -Patterns of Functions Introduction to Linear, Exponential, Quadratic and Inverse Functions
- Unit 4 Linear Functions Students will be able to analyze linear equations and create
 equations from two points, or from point and slope.
- Unit 5 Exponential Functions
- Unit 6 Quadratic Functions

Guide and Standards

UNIT	Pacing Guide	Standards Addressed
Unit 1 – Real Number System	3 weeks	N-Q.1, N-Q.2
Unit 2 – Algebraic Expressions	3 weeks	A-SSE.1, A-REI.1, A-REI.3,
Unit 3 – Patterns of Functions	2 weeks	8.F.1, 8.F.2, 8.F.3, F-IF.1, F-IF.4, F-LE.1a,
Unit 4 – Linear Functions	3 weeks	8.F.3, A-CED.1, A-CED.4, A-REI.10, F-IF.7a, F-IF.7c, F-LE.1b, F.LE.5
Unit 5 – Exponential Functions	3 weeks	F-IF.7e, F-LE.1c, F-LE.2, F-LE.3, F-LE.4, F-LE.5
Unit 6 – Quadratic Functions	4 weeks	F-IF.7a, A-SSE.1.a, A-SSE.3.a, A-APR.1

Attendance

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Late Assignments

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School Rules and Class Rules

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3. Take Care of Your Environment

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4. Take Responsibility for Your Work and Actions

You are responsible for the choices you make.

Grading

In this class, grading is done by Learning Targets. Each unit has 7-12 learning targets. You will be graded on each target with a 4 point scale.

- 0- missing
- 1- Not proficient (You have no clue)
- 2- Partially proficient (You are starting to understand the concept)
- 3- Proficient (You have the concept the majority of the time with only occasional errors)
- 4- Mastery (You can do it in your sleep)

You will have multiple times throughout unit to develop mastery on a learning target. The grade in Skyward will reflect your latest progress on each learning target.

At the end of each, you will be tested on all of the learning targets. You must pass each unit test, to receive credit for the course.

Grade Scale -see student handbook

In order to earn credit for this course, you are required to take and pass the unit test for each of the five units.

Plagiarism

You are here to increase your ability and understanding of the material covered, and to demonstrate that in the work that you turn in to me. Copying another student's work is not permitted. In the event that this happens, both students will receive a zero for the assignment.

Algebra II Syllabus / Mrs. Nowak

Course Description:

02063 Algebra II

Algebra II course topics typically include field properties and theorems; set theory; operations with rational and irrational expressions; factoring of rational expressions; in-depth study of linear equations and inequalities; quadratic equations; solving systems of linear and quadratic equations; graphing of constant, linear, and quadratic equations; properties of higher degree equations; and operations with rational and irrational exponents.

During this semester, we will be covering the following:

- Systems of Equations create system of equations and solve using elimination, substitution
- Inequalities, Systems of Inequalities, and Linear Programming Inequalities in One Variable, Inequalities in Two Variables, Linear Programming
- Polynomial Expressions and Functions modeling, graphing, operations, degree and zeroes of polynomial functions and expressions

• Rational Functions -modeling, graphing, operations.

Pacing Guide and Standards Addressed

UNIT	Pacing Guide	Standards Addressed
Unit 1 – Systems of Equations	4 weeks	NQ1, NQ2, A-SSE1a, A-SSE2, A-CED1, A-CED2, ACED4, A-REI5, A-REI6, A-REI7
Unit 2 – Inequalities & Linear Programming	5 weeks	CED1, A-CED2, ACED3, A-REI1, A
Unit 3 – Polynomials	4weeks	A-SSE1, A-SSE2, A-APR1, A-APR3, A-REI11, F-IF1, F-IF2, F-IF3, F-IF7c, F-IF8
Unit 4 – Rational Functions	5 weeks	A-REI1, A-REI2, A-APR6, A-REI10, F-IF.7.d

Attendance

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Late Assignments

If you are absent, you are responsible to make up your work. Missed tests and quizzes need to be made up outside of regular class time. You will need to make up missing work for each unit by the unit test to get credit for that assignment(s).

School Rules and Class Rules

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You are responsible for the choices you make.

Grading

In this class, grading is done by Learning Targets. Each unit has 7-12 learning targets. You will be graded on each target with a 4 point scale.

0- missing

1- Not proficient (You have no clue)

2- Partially proficient (You are starting to understand the concept)

3- Proficient (You have the concept the majority of the time with only occasional errors)

4- Mastery (You can do it in your sleep)

You will have multiple times throughout unit to develop mastery on a learning target. The grade in Skyward will reflect your latest progress on each learning target.

At the end of each, you will be tested on all of the learning targets. You must pass each unit test, to receive credit for the course.

Grade Scale -see student handbook

In order to earn credit for this course, you are required to take and pass the unit test for each of the five units.

Plagiarism

You are here to increase your ability and understanding of the material covered, and to demonstrate that in the work that you turn in to me. Copying another student's work is not permitted. In the event that this happens, **both students will receive a zero** for the assignment.

Creative Writing Syllabus and Classroom Expectations

01104 Creative Writing

Creative Writing courses offer students the opportunity to develop and improve their technique and individual style in poetry, short story, drama, essays, and other forms of prose. The emphasis of the courses is on writing; however, students may study exemplary representations and authors to obtain a fuller appreciation of the form and craft.

Class Expectations

- You will be as successful in this class and in life as you want to be. Be at class on time, be ready to work, and give it 110%. I promise it will be rewarding.
- · Be responsible for your own actions.
- We are a team. In order to achieve greatness we have to work together and respect one another.
- Take pride in your learning environment by picking up trash and returning things where they belong.
- I have an open door policy. If you have a problem with me or another student please come and talk with me
 about it. As a team we will achieve more if we can constructively solve problems.

Grading

- As your leader, I will not let you settle for less than what you are capable of. Failure is not an option. For this reason all students must pass the Unit Assessments with above a 60%. You will receive an incomplete at the end of this class until you have achieved this passing grade (if you have less than 10 absences, at the discretion of the teacher and Mr. Allard.)
- Grades will be given based on participation, in class assignments, group/individual projects, and unit assessments.

Attendance (Consistent with CCHS Policy)

- BE HERE! Attendance is consistently the factor that has the most influence on whether a student passes or fails the course.
- Whenever you miss classes make sure you come to me to discuss what you missed, and what you need to
 do for make-up work.
- Absences are consistently the reason that students are not successful in my class. If you are here and
 engaged in the activities and learning process you are much more likely to succeed in my class. It is your
 responsibility to make up any work you miss.

Discipline

In the event someone acts against our classroom expectations the following actions will be taken:

- 1. I will remind the student of which expectation they are not following and make sure the student understands the proper behavior.
- 2. I will talk with the student privately in the hall and make it clear to the student how they should be acting in the class.
- 3. If the problem persists the student will be asked to leave for the class period and a conference with myself, the principal and potentially your parents/guardians may be necessary. For further information on specific school rules please refer to the CCHS handbook.

Units Covered

Unit 1: Poetry

- · What are the elements of poetry?
- What are the different forms of poetry?
- How do poems relate to an individual?
- What are the major tools used to create poetry?

Unity 2: Character

- Round vs. Flat Character
- Static vs. Dynamic Characters
- Direct and Indirect Characterization
- Character Motivation

Unit 3: Elements of Short Story

- Freytag's Curve
- Show vs. Tell
- Character Development
- Audience
- Genre

Unit 4: Written Short Story

Students will create a short story.

Unit 5: Journaling

• Process of Journaling

Unit 6: Non-Fiction Writing

- Articles
- Memoirs
- Resumes

Unit	Pacing Guide	Standards Covered
Unit 1 Poetry	2 Weeks	CCSS.ELA-LITERACY.W.9-10.3
Unit 2 Character	1 Week	CCSS.ELA-LITERACY.W.9-10.3
Unit 3 Elements of Short Story	2 Weeks	CCSS.ELA-LITERACY.W.9-10.3
Unit 4 Written Short Story	1.5 Weeks	CCSS.ELA-LITERACY.W.9-10.3
Unit 5 Journaling	Continuous (9 Weeks)	CCSS.ELA-LITERACY.W.9-10.3
Unit 6 Non-Fiction Writing	1.5 Weeks	CCSS.ELA-LITERACY.W.9-10.3

English 9

Curriculum and Pacing Guide

Calhoun Community High School

01001 English 9

This class deals with the elements of a short story and novel. The basics of grammar, mechanics and usage are practiced daily and at other times through daily warm-ups, essays, journals, and quizzes. There are opportunities for basic speaking experiences, reading development, and research projects. Students will be analyzing all four elements of fiction with an emphasis on themes and characters.

Class Introduction

Welcome to English 9! The goal of this class is to build foundational skills for you to be successful with reading and writing in school and in life. We will focus on reading short stories, a quick dive into Shakespeare, and write with the intention of improving grammar and expressing ourselves clearly. English 9 is a fresh start in English and at CCHS. Take advantage of the opportunity to learn new things every day!

Grading

- As your leader, I will not let you settle for less than what you are capable of. Failure is not an option. For
 this reason all students must pass each Unit Assessment with above a 60%. You will receive an incomplete
 at the end of this class until you have achieved this passing grade (if you have less than 10 absences, at the
 discretion of the teacher and Mr. Allard.)
- Grades will be given based on participation, in class assignments, group/individual projects, and unit assessments.

Attendance (Consistent with CCHS Policy)

- BE HERE! Attendance is consistently the factor that has the most influence on whether a student passes or fails the course.
- Whenever you miss classes make sure you come to me to discuss what you missed, and what you need to do for make-up work.
- Absences are consistently the reason that students are not successful in my class. If you are here and
 engaged in the activities and learning process you are much more likely to succeed in my class. It is your
 responsibility to make up any work you miss.

Discipline

In the event someone acts against our classroom expectations the following actions will be taken:

- 1. I will remind the student of which expectation they are not following and make sure the student understands the proper behavior.
- 2. I will talk with the student privately in the hall and make it clear to the student how they should be acting in the class.
- 3. If the problem persists the student will be asked to leave for the class period and a conference with myself, the principal, and potentially your parents/guardians may be necessary. For further information on specific school rules please refer to the CCHS handbook.

Unit	Pacing Guide	Standards Covered
Unit 1 Personal Narrative and Writing Unity	1 Week	W. 9-10.4-10.5
Unit 2 Short Story: Genre	6 Weeks	RL.9-10.1, RL.9-10.2, RL.9-10.3, RI. 9-10.1-RI. 9-10.10
Unit 3 Essay Structure and Writing	3 Weeks	W. 9-10.1-10.3, W. 9-10.7-10.10
Unit 4 Shakespeare: Much Ado About Nothing	5 Weeks	RL.9-10.4, RL.9-10.5, RL.9-10.6, RL.9-10.7, RL.9-10.8, RL.9-10.9, RL.9-10.10
Unit 5 Grammar and Language Usage	3 Weeks	L.9-10.1-10.6

English 12

Syllabus and Pacing Guide

Calhoun Community High School

01004 English 12

This course focuses on poetry, short stories, novels and works of nonfiction. Two books are read each term, some assigned, some the students choice as long as they are appropriate for the students reading level. In addition, students will engage in a variety of interrelated language arts activities to become better listeners, presenters, readers, speakers, viewers and writers.

Class Introduction

Welcome to English 12! As a team we are going to be exploring real life topics while challenging ourselves to develop and respond critically to issues. This class will be relevant and applicable to your real life but we have to work together to make that happen. My promise to you is simply this: you will do as well in this class as you want to do. I am here to help equip you for life and your future. If there is any way I can help you then please let me know.

Course Description

English 12 is the culmination of work done in your English careers. As a class, we will be focusing on reading literature for college and career readiness. Reading is also a passion of mine that I hope to inspire in you. We will be delving into a wide array of texts, and looking at the style choices that authors make and how they create memorable literature. Hand-in-hand with reading is writing. Our focus in writing will be on creating sound responses to pieces of literature and examining how we connect to texts.

Our first novel: I am the Messenger by Markus Zusak

Ed Kennedy is an underage cabdriver without much of a future. He's pathetic at playing cards, hopelessly in love with his best friend, Audrey, and utterly devoted to his coffee-drinking dog, the Doorman. His life is one of peaceful routine and incompetence until he inadvertently stops a bank robbery.

That's when the first ace arrives in the mail. That's when Ed becomes the messenger. Chosen to care, he makes his way through town helping and hurting (when necessary) until only one question remains: Who's behind Ed's mission?

Class Expectations

- You will be as successful in this class and in life as you want to be. Be on time, be ready to work, and give it 110%. I promise it will be rewarding.
- Be responsible for your own actions.
- We are a team. In order to achieve greatness we have to work together and respect one another.
- Take pride in your learning environment by picking up trash and returning things where they belong.
- I have an open door policy. If you have a problem with me or another student please come and talk with me about it. As a team we will achieve more if we can constructively solve problems.

Grading

- As your leader, I will not let you settle for less than what you are capable of. Failure is not an option. For
 this reason all students must pass the Unit Assessments with above a 60%. You will receive an incomplete at
 the end of this class until you have achieved this passing grade (if you have less than 10 absences, at the
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Unit	Pacing Guide	Standards Covered	
Unit 1 Novel Study: I am the	4 Weeks	RL.11-12.1, RL.11-12.2, RL.11-	
Messenger		12.4, RL. 11-12.5	
Unit 2 Choice Book Project	Continuous	RL.11-12.1, RL.11-12.2, RL.11-	
		12.4, RL. 11-12.5	
Unit 3 Poetry	2 Weeks	RL.11-12.7 RL.11-12.5, L.11-12.1	
Unit 4 Writing: Individual	2.5 Weeks	W.11-12.1- W 11-12.10	
Unit 5 Writing: Real-World	3 Weeks	RI.11-12.5, W. 11-12.1- W 11-12.10	
Unit 6 Short Story	2 Weeks	RL.11-12.10	
Unit 7 Talking to the Text and	2 Weeks	SL.11-12.1, RL. 11-12.6- RL	
Reading Comprehension		11-12.10	
Strategies			
Jnit 8 Reading Analysis 2 Weeks		RL.11-12.1, RL.11-12.2,	
		RL.11-12.4. RL. 11-12.5	

Class: Life Skills Development organized around the following general principles:

What does it mean to be knowledgeable?

What do we want all CCHS Students to be exposed to during their time at CCHS?

What do we want all CCHS Students to show they have mastered?

What is so important that mastery is needed to qualify for a diploma from CCHS?

Knowledgeable will be defined in specific new graduation requirements that cite courses that must be completed and what specific content based on Michigan Benchmarks must be included in those listed classes.

Life Skills as Identified by CCHS staff during discussions over the last week:

Self-Presentation:

Attendance

Dress appropriateness

Etiquette-manners

Sense of Self—how do identify yourself and how you interact with your environment?

Integrity:

Ethics—how do you resolve moral dilemmas? What is right/wrong?

Accept responsibility

Reliability—Do what you say. Can be counted on. Service—Think and act to help others

Commitment to Quality

Respect for self and others

Personal Competencies:

Personal Finances

Coping with Everyday Life—resilience, dealing with trauma

Relationships—communication, conflict resolution

Skill Sets:

Communication

Conflict Resolution

Reliability

Resilience

Problem Solving—Creativity

Working in teams

Taking, accepting criticism

Leadership

Diversity—working well with others different from yourself.

Tab E

SECTION E METHODS OF PUPIL ASSESSMENT

METHODS OF ASSESSMENT

Pursuant to applicable law and the terms and conditions of the Agreement, the Academy shall properly administer all the academic assessments identified in this schedule and in accordance with requirements of the State.

The Academy shall authorize the College to have access to the Academy's Student/School Data Applications through the Center for Educational Performance and Information and to the electronic reporting system administered by the Michigan Department of Education to access the Academy's state assessment results, as applicable. The Academy shall ensure that those involved with the administration of these assessments are properly trained and adhere to the ethical standards and testing procedures associated with these assessments.

Academic Assessments to Be Administered:

Assessment	Content assessed	Grade level	Description	Notes
NWEA Measures of Academic Progress (MAP)	English and Mathematics	9 th – 12 th grades	School administered assessment that measures student achievement over the course of attendance at the school. Administered twice per year.	Fall test serves as baseline and then in spring semester to determine growth.
PSAT 8/9 and PSAT 10	Reading, Writing, and Math	Students in grades 9 and 10	The PSAT 8/9 establishes a baseline measurement of your college and career readiness as you enter high school. The PSAT 10 measures what is learned in high school, and what is needed to succeed in college	
Michigan Merit Exam (MME)	The SAT College Board exam including the Essay; Work Keys® job skills assessments in reading, mathematics, and "locating information"; and Michigan- developed Science and Social Studies M-STEP.	11th grade and eligible students in 12th grade	State administered high school assessment exams. Administered in the spring.	1

Tab F

SECTION F <u>APPLICATION AND ENROLLMENT OF STUDENTS</u>

Battle Creek Area Learning Center

Enrollment Limits

The Academy will offer ninth through twelfth grade. The maximum enrollment shall be 800 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.

Battle Creek Area Learning Center

Application Process

- The application period shall be a minimum of two weeks in duration, with evening and/or weekend times available.
- The Academy shall accept applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the next application period.
- In the event there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on the waiting list shall be determined by the random selection drawing. If there is no waiting list, students shall be admitted on a first-come, first-served basis.
- The Academy may neither close the application period nor hold a random selection drawing for unauthorized grades prior to receipt of approval from the Charter Schools Office.

Legal Notice

- The Academy shall provide legal notice of the application and enrollment process in a local newspaper of general circulation. A copy of the legal notice must be forwarded to the Charter Schools Office.
- At a minimum, the legal notice must include:
 - A. The process and/or location(s) for requesting and submitting applications.
 - B. The beginning date and the ending date of the application period.
 - C. The date, time, and place the random selection drawing(s) will be held, if needed.
- The legal notice of the application period shall be designed to inform individuals that are most likely to be interested in attending the Academy.
- The Academy, being an equal opportunity educational institution, shall be committed to good-faith affirmative action efforts to seek out, create and serve a diverse student body.

Battle Creek Area Learning Center

Re-enrolling Students

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

Battle Creek Area Learning Center

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.

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Tab G

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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Tab H

SECTION H AGE OR GRADE RANGE OF PUPILS

SECTION 7h: AGE OR GRADE RANGE OF PUPILS

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

Students of the Academy will be children who have reached the age of five (5) as set forth in MCL 380.1147. A child may enroll in kindergarten if the child is at least 5 years of age on September 1, 2017.

If a child is not 5 years of age on the specified enrollment eligibility date but will be 5 years of age not later than December 1 of a school year, the parent or legal guardian of that child may enroll the child in kindergarten for that school year if the parent or legal guardian notifies the school in a timely manner.