# 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)

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# **BRADFORD ACADEMY**

(A PUBLIC SCHOOL ACADEMY)

July 1, 2016

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## RESOLUTION

#### 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 380.1311*e* 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>\_\_\_\_\_</u> for, <u>\_\_\_</u> opposed, and <u>\_\_\_</u> abstaining.

Dated: January 20, 2012

#### Public School Academy Board of Director Method of Selection

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

#### Method of Selection and Appointment

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

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

#### Length of Term

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

#### Number of Directors

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

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

#### **Qualifications of Members**

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

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

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

#### **Oath of Public Office**

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

#### <u>Tenure</u>

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

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

#### **RESOLUTION NO. 15-54**

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

WHEREAS, on July 1, 2012, the College Board issued to Bradford Academy (the "Academy") a Contract to Charter a Public School Academy (the "Charter Contract"); and

WHEREAS, the Charter Contract will expire on June 30, 2016 and the Academy has asked the College Board to issue a new contract to charter a public school academy for a term of eight (8) years; and

WHEREAS, the College Charter Schools Office has completed its evaluation and assessment of the Academy's operation and performance related to the Charter Contract, and the College Charter Schools Office recommends that the College Board issue a new contract to charter a public school academy to the Academy for a term not to exceed eight (8) years, beginning July 1, 2016;

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

## NOW, THEREFORE, BE IT RESOLVED:

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

- (1) that all terms of the Contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract; and
- (2) that the Contract is substantially similar to the Contract approved by the College Board, with the only changes being those made by the College Board's Designee in consultation with legal counsel for the College Board that are in the best interests of the College Board.
- c. The College Board Designee may agree to a term of Contract not to exceed eight (8) academic years and not to extend beyond June 30, 2024.
- 2. That the current Academy Board members shall continue to serve in their current positions until the end of their term in office. All subsequent Academy Board appointments shall be made in accordance with the College Board's method of selection resolution.

I, the undersigned, as Secretary of the Bay Mills Community College Board of Regents, do hereby certify the foregoing Resolution was adopted by the Bay Mills Community College Board of Regents at a public meeting held on the  $23^{rd}$  day of October, 2015, with a vote of <u>5</u> for, <u>0</u> opposed, <u>1</u> abstaining, and <u>3</u> absent.

John Paul Lufkins

## CONTRACT TERMS AND CONDITIONS

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## **TERMS AND CONDITIONS**

## **OF CONTRACT**

## **DATED: JULY 1, 2016**

#### **ISSUED BY**

## THE BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS

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#### **BRADFORD ACADEMY**

#### **CONFIRMING THE STATUS OF**

#### **BRADFORD ACADEMY**

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

- (e) "Authorizing Resolution" means the Resolutions adopted by the College Board on October 23, 2015.
- (f) "Charter Schools Office Director" or "CSO Director" means the person designated by the College Board to administer the operations of the Charter Schools Office.
- (g) "Charter Schools Office" or "CSO" means the office designated by the College Board as the initial point of contact for public school academy applicants and public school academies authorized by the College Board. The Charter Schools Office is also responsible for administering the College Board's responsibilities with respect to the Contract.
- (h) "Code" means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- (i) "College" means Bay Mills Community College, a federally tribally controlled community college that is recognized under the tribally controlled colleges and universities assistance act of 1978, 25 USC 1801 et seq., and which has been determined by the Michigan Department of Education to meet the requirements for accreditation by a recognized regional accreditation body.
- (j) "College Board" means the Bay Mills Community College Board of Regents, an authorizing body as designated under Section 501 of the Code, MCL 380.501 et seq.
- (k) "College Board Chairperson" means the Chairperson of the Bay Mills Community College Board of Regents or his or her designee. In Section 1.1(1) below, "College Board Chairperson" means the Board Chairperson of the Bay Mills Community College Board of Regents.
- (1) "College Charter Schools Hearing Panel" or "Hearing Panel" means such person(s) as designated by the College Board Chairperson.
- (m) "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.
- (n) "Director" means a person who is a member of the Academy Board of Directors.
- (o) "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.

- (p) "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.
- (q) "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 from, or 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.
- (r) "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.
- (s) "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.
- (t) "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 financial, administrative, facility, Academy Board and educational information relating to the Academy. The Charter Schools Office Director may, at anytime 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.

- (u) "President" means the President of Bay Mills Community College or his or her designee.
- (v) "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.
- (w) "Schedules" means the following Contract documents of the Academy: <u>Schedule 1</u>: Articles of Incorporation, <u>Schedule 2</u>: Bylaws, <u>Schedule 3</u>: Fiscal Agent Agreement, <u>Schedule 4</u>: Oversight Agreement, <u>Schedule 5</u>: Description of Staff Responsibilities, <u>Schedule 6</u>: Physical Plant Description, and <u>Schedule 7</u>: Required Information for Public School Academies.
- (x) "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.
- (y) "Terms and Conditions" means this document entitled "Terms and Conditions of Contract, Dated July 1, 2016, Issued by the Bay Mills Community College Board of Regents to Bradford Academy Confirming the Status of Bradford Academy as a 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.

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</u> <u>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. <u>Academy Has No Power To Obligate or Bind State of Michigan, the</u> <u>College Board or the College</u>. 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 anytime 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. <u>Oversight Responsibilities of the College Board</u>. 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. <u>Authorization of Employment</u>. 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 purpose. 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 Contract Term and shall terminate in the event this Contract is revoked or terminated. In no event may an employee's employment contract term, inclusive of automatic renewals, extend beyond the current Contract Terms.

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, 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, 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</u> <u>Information Act</u>. As required by Section 1475 of the Code, all authorizing body functions performed by the College Board shall be subject to public disclosure in accordance with the Freedom of Information Act, MCL 15.231 et seq.

Section 3.10. College Board Review of Certain Financing Transactions. In the event that the Academy desires to finance the acquisition, by lease, purchase, or other means, of facilities or equipment, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge, assignment or direction to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., then Academy shall obtain prior review for such financing from the College Board. The Academy shall submit a written request to the College Board describing the proposed financing transaction, and the facilities or equipment to be acquired with the proceeds thereof. Provided the Academy submits the written request at least sixty (60) days before the College Board's next regular meeting, the College Board shall vote on whether to disapprove the proposed financing transaction at the next meeting. If the proposed transaction is not disapproved, the College Board may still condition the decision not to disapprove on compliance by the Academy and any lender, lessor, seller or other party with such terms as the College Board deems appropriate under the circumstances. If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into by the Academy if the proposed transaction is disapproved by the College Board. By not disapproving a proposed transaction, the College Board is in no way giving approval of the proposed transaction, or representing that the Academy has the ability to meet or satisfy any of the terms or conditions thereof.

Section 3.11. Authorizing Body Contract Authorization Process. Pursuant to the Code, the College Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract Term set forth in Section 12.9 without any further action of either the Academy or the College Board. The Academy shall seek a new contract by making a formal request to the College Board in writing at least two years prior to the end of the current 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</u> <u>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 converting 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. <u>Other Permitted Activities</u>. Consistent with the provisions of this Contract, the Academy is permitted to engage in lawful activities that are not in derogation of the

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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 Contract 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-inlaw, 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.
  - (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. <u>Governance Structure</u>. 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. The Academy's pupil performance shall, at a minimum, be assessed using at least the assessments required by the Code. To the extent the Academy can do so in a manner that complies with applicable law, the Academy shall post on the Academy's website and 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 the Academy's student performance 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 Director; 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 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. <u>Address and Description of Physical Plant; Process for Expanding</u> <u>Academy's Site Operations</u>. The address and description of the physical plant for the Academy is set forth in Schedule 6. With the approval of the College Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 6 are under the direction and control of the Academy Board.

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

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the CSO a contract amendment, in a form and manner determined by the CSO. The contract amendment shall include all information requested by the CSO, including detailed information

about the site, the Academy's proposed operations at the site and the information provided in Contract Schedules 4, 5, 6 and 7. Upon receipt of a complete contract amendment, the CSO Director shall review the contract amendment and make a recommendation to the College Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the CSO Director of the contract amendment shall include a determination by the CSO Director that the Academy is operating in compliance with the Contract and is making measureable progress toward meeting the Academy's educational goals. The College Board may consider the Academy Board's site expansion request contract amendment following submission by the CSO Director of a positive recommendation. If the College Board approves the Academy Board's site expansion request contract 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</u> <u>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 AYP and Accreditation Status</u>. The Academy shall post notices to the Academy's homepage of its website disclosing the adequate yearly progress status and accreditation status of each school as required by the Code.

#### 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. <u>Process for Amendment Initiated by the College Board</u>. 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>Termination by the Academy</u>. At any time, for any reason, the Academy Board may terminate this Contract before the end of the Contract Term by presenting to the College Board a certified resolution requesting termination. Unless otherwise agreed to by the College Board and the Academy Board, this Contract shall terminate at the end of the school year in which the Contract termination is requested. Section 10.2. <u>Termination by College Board</u>. The College Board may terminate this Contract before the end of the Contract Term as follows:

- (a) <u>Termination Without Cause</u>. Except as otherwise provided in subsections (b) or (c), the College Board, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any reason provided that such termination shall not take place less than one (1) year from the date of the College Board's resolution approving such termination. The Charter Schools Office shall provide notice of the termination to the Academy. If during the period between the College Board's action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the College Board may elect to initiate suspension or revocation of the Contract as set forth in this Article X.
- (b) <u>Termination Caused by Change in Applicable Law</u>. Following issuance of this Contract, 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 the College Board may terminate the Contract at the end of the Academy's school fiscal year in which the College Board's decision to terminate is adopted. For purposes of this section, a change in Applicable Law includes without limitation the following:
  - the issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280c of the Code, placing the Academy under the supervision of the State School Reform/ Redesign Officer; or
  - (ii) the development of, or changes to, a redesign plan by the Academy pursuant to Section 1280c of the Code.
- (c) <u>Automatic Termination Caused By Placement of Academy in State School</u> <u>Reform/ Redesign School District</u>. If the Academy is notified by the State that the Academy will be placed in the State School Reform/ Redesign School District pursuant to Section 1280c of the Code, then the College Board may terminate this Contract at the end of the current school year.

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

Section 10.3. <u>Contract Suspension</u>. The College Board's process for suspending the Contract is as follows:

(a) <u>Charter Schools Office Director Action</u>. If the CSO Director determines that probable cause exists to believe 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 10.5(e) or (f), the CSO Director may immediately suspend the Contract, pending completion of the revocation procedures set forth in Section 10.6. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.

- (b) <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 CSO 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 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 10.6(e) of this Contract. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The College Board shall proceed to consider the Hearing Panel's recommendation in accordance with Section 10.6(f) through (h).

Section 10.4. <u>Statutory Grounds for Revocation</u>. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.8, this Contract may also be revoked by the College Board upon a determination by the College Board, pursuant to the procedures set forth in Section 10.6, that one or more of the following has occurred:

- (a) Failure of the Academy to demonstrate improved pupil achievement for all groups of pupils or meet the educational goals set forth in the 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 10.5. <u>Other Grounds for Revocation</u>. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic revocation of the Contract set forth in Section 10.8, the College Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- (a) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;
- (b) 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;
- (c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or a prior contract issued by the College Board if the College Board discovers the default after the prior contract has terminated;
- (d) 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 CSO's approval;
- (e) The Charter Schools Office Director 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;
- (f) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the CSO 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.
- (g) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the College Board; or
- (h) The College Board, its Trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any Management Agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.10 of the Terms and Conditions.

Section 10.6. <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 CSO 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 CSO 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 CSO 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 CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the CSO Director is permitted to adopt, modify or reject any 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 CSO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the noncompliance 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>Plan of Correction May Include Conditions to Satisfy College Board's</u> <u>Contract Reconstitution Authority</u>. As part of the Plan of Correction, the CSO Director may reconstitute the Academy in an effort to improve

student educational performance and to avoid interruption of the educational process. An attempt to improve student educational performance 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; (iii) withdrawal of the Academy's authorization to contract with an ESP; or (iv) the appointment of a new Academy Board or a conservator/ trustee to take over operations of the Academy. The CSO shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure under section 1280c of the Code.

- (e) <u>Request for Revocation Hearing</u>. The CSO Director may initiate a revocation hearing before the College Charter Schools Hearing Panel if the CSO Director determines that any of the following has occurred:
  - (i) the Academy Board has failed to respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);
  - (ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;
  - (iii) the Academy Board's response admits violations of the Contract or Applicable Law which the CSO Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the CSO Director determines that a Plan of Correction cannot be formulated;
  - (iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
  - (v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);
  - (vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or
  - (vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

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

(f) <u>Hearing before College Charter Schools Hearing Panel</u>. 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 CSO 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 CSO Director and shall not last more than three hours. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between the College and the Academy. The CSO 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 CSO 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 formal session, the College Board shall consider the Hearing Panel's recommendation at its next formal session 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 formal session 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 10.7. <u>Venue</u>; 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 10.7. This Section 10.7 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 10.8. <u>Automatic Amendment or Revocation by State of Michigan</u>. If the College Board is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6A of the Code ("State's Automatic Closure Notice"), and the Academy is currently not undergoing a reconstitution as part of a Plan of Correction developed under Section 10.6, then this Contract shall automatically be amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract shall automatically be revoked at the end of the current school year in which the notice is received without any further action of the College Board or the Academy. The College Board's revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

Following receipt of the State's Automatic Closure Notice, the College Board shall forward a copy of the State's Automatic Closure Notice to the Academy Board and request a meeting with 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 the State's Automatic Closure 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 Revocation Notice shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education.

Section 10.9. <u>Material Breach of Contract</u>. If the CSO determines, at its discretion, that the Superintendent of Public Instruction's issuance of an order by, pursuant to section 1280c of the Code, placing the Academy under the supervision of the State School Reform / Redesign Officer, substantially changes the Academy's purpose, focus, or targeted student population, then the Academy shall be in material breach of this Contract. Following the issuance of the order, the College Charter Schools Office will determine whether issuance of the order constitutes a material breach of this Contract. If the CSO determines that the issuance of the order constitutes a material breach of this Contract, then the CSO 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 that is acceptable to the College Charter Schools Office. In addition to other matters, the corrective action plan shall include the Academy's redesign plan prepared pursuant to section 1280c of the Code. The development of a corrective action plan under this Section 10.9 shall not in any way limit the rights of the College Board to terminate, suspend or revoke this Contract.

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 Chair. 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. Upon the 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 Presidentdetermine that a conservator/trustee is no longer necessary. If this section has been implemented, the Academy is subject to a revocation hearing under Section 10.6, and 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</u>. 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. 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 adopts a current year budget that projects a deficit fund balance.

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 business days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Charter Schools Office.

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 Charter 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. Legal Liabilities and Covenant Against Suit. The Academy acknowledges and agrees that it has no authority to extend the full faith and credit of the College Board, the College or any other authorizing body, or to enter into a contract that would bind the College Board or the College. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy hereby covenants not to sue the 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, or independent contractor 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 lease or deed shall be incorporated into this Contract under Schedule 6. Any subsequent amendments to any Academy real estate leasing agreement shall only be incorporated into this Contract pursuant to Article X of these Terms and Conditions.

Section 11.5. <u>Occupancy and Safety Certificates</u>. 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</u> <u>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 members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify, defend, and hold harmless Bay Mills Community College, Bay Mills Community College Board of Regents and its members, and their respective officers, employees, agents or representatives from and 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 the Educational Service Provider's preparation for and operation of the Academy, or which are incurred as a result of the reliance by Bay Mills Community College, Bay Mills Community College Board of Regents or its members, or their respective officers, employees, agents or representatives, upon information supplied by the Academy Board or the Educational Service Provider, or which arise out of the failure of the Academy Board or the Education Service Provider to perform its obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that 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."

"<u>Agreement Coterminous With Academy's Contract</u>. 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."

"<u>Compliance with Academy's Contract</u>. 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."

"<u>Compliance with Section 503c</u>. 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."

"<u>Compliance with Section 12.17 of Contract Terms and Conditions</u>. 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. Administrator and Teacher Evaluation Systems.

The Academy Board shall adopt and implement for all individuals employed by the Academy as teachers or school administrators a rigorous, transparent, and fair performance evaluation system that complies with applicable law. If the Academy engages an Educational

Service Provider, all applicable law with regard to administrator and teacher evaluation systems shall apply to individuals employed by the Educational Service Provider.

Section 11.13. <u>Parent Notification of Ineffective Teacher Ratings</u>. If a pupil is assigned to be taught by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations under section 1249, the Academy Board shall notify the pupil's parent or legal guardian that the pupil has been assigned to a teacher who has been rated as ineffective on the teacher's 2 most recent annual year-end evaluations. The notification shall be in writing and shall be delivered to the pupil's parent or legal guardian not later than the June 15th immediately preceding the beginning of the school year for which the pupil is assigned to the teacher, and shall identify the teacher who is the subject of the notification.

Section 11.14. <u>Teacher and Administrator Job Performance Criteria</u>. The Academy Board, or Educational Service Provider, as applicable, shall implement and maintain a method of compensation for individuals employed or assigned under contract to perform the services of teachers and school administrators on more than an intermittent basis that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation earned and paid in accordance with Applicable Law. The assessment of job performance shall incorporate a rigorous, transparent, and fair evaluation system that evaluates a teacher's or school administrator's performance at least in part based upon data on student growth as measured by assessments and other objective criteria. If the Academy enters into an agreement with an Educational Service Provider, then 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:

If to the Tribal Office:

President Bay Mills Community College 12214 West Lakeshore Drive Brimley, Michigan 49715

Tribal Attorney's Office Bay Mills Indian Community 12140 West Lakeshore Drive Brimley, Michigan 49715 If to Outside Counsel:

If to Academy:

If to Academy Counsel:

Leonard C. Wolfe Dykema Gossett PLLC 201 Townsend Street, Suite 900 Lansing, Michigan 48933

Academy Board President Bradford Academy 24218 Garner Street Southfield, MI 48033

George Butler Dickinson Wright PLLC One Detroit Center 500 Woodward Avenue, Suite 4000 Detroit, MI 48226-3425

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 any local, state or federal law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.3. <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. Except as provided in Section 10.5(c) 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, 2024, unless sooner terminated according to the terms hereof.

Section 12.10. Indemnification. As a condition to receiving a grant of authority from the College Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify 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. <u>College Board or CSO General Policies on Public School Academies</u> <u>Shall Apply</u>. 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. Information Available to the Public.

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

Section 12.18. <u>Termination of Responsibilities</u>. 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 the articles of incorporation with regard to 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

By: Michael C. Michael Parish, College Board Designee

Date: July 1, 2016

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.

**BRADFORD ACADEMY** 

By: Hidoy R. Praced

Date: July 1, 2016

4828-6993-7196.1 ID\HANSELMAN, JASON - 078905\000001

# **CONTRACT SCHEDULES**

# Schedules 5 1

Articles of Incorporation1
Bylaws2
Fiscal Agent Agreement
Oversight Agreement
Description of Staff Responsibilities5
Physical Plant Description6
Required Information for Public School Academy7

# **CONTRACT SCHEDULE 1**

# ARTICLES OF INCORPORATION

# Michigan Department of Consumer and Industry Services

# Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

BRADFORD ACADEMY

ID NUMBER: 777374

received by facsimile transmission on November 4, 2002 is hereby endorsed Filed on November 5, 2002 by the Administrator.

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



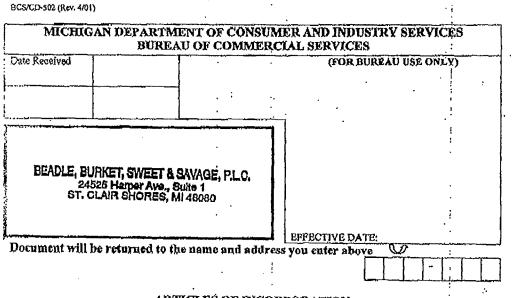
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Sent by Facsimila Transmission 02309

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 5th day of November, 2002.

, Director

Bureau of Commercial Services



#### ARTICLES OF INCORPORATION For Use by Domestic Nonprofit Corporations

OF

#### BRADFORD ACADEMY

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

#### ARTICLE 1

The name of the corporation is: Bradford Academy.

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

#### ARTICLE

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.

#### ARTICLEIII

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

The value of assets which the corporation possesses is:

Real Property; 0.

Personal Property: 0.

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

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

#### ARTICLE IV

The address of the registered office is 6187 Lakeshore, Lexington, Michigan 48450\_

The mailing address of the registered office is the same.

The name of the resident agent at the registered office is John C. Romine

### ARTICLE V

The name and address of the incorporator is as follows: John C. Romine

#### 6187 Lakeshore

Lexington, Michigan 48450

#### ARTICLE VI

The corporation is a governmental entity.

#### ARTICLE VII

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

#### ARTICLE VIII

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

#### ARTICLE IX

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

#### ARTICLE X

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

#### ARTICLE XI

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

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

# ARTICLE XII

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

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

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

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

# ADOPTION OF ARTICLES

These Articles of Incorporation were duly adopted on this 2771 day of Management 2002. These Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless the College Board issues to the corporation a contract to operate as a public school academy, and the contract is executed by both the corporation and the College Board.

LAN01/101146.1 10/0300

# Michigan Department of Licensing and Regulatory Affairs

# Filing Endorsement

This is to Certify that the CERT. OF CHANGE OF REG. OFF./RES. AGENT

for

BRADFORD ACADEMY

#### ID NUMBER: 777374

received by facsimile transmission on June 27, 2011 is hereby endorsed Filed on June 27, 2011 by the Administrator.

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



*In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 27TH day of June, 2011.* 

Director

Sent by Facsbuile Transmission 11178

**Bureau of Commercial Services** 

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# **CONTRACT SCHEDULE 2**

# **BYLAWS**

#### **RESTATED BYLAWS**

#### OF

# BRADFORD ACADEMY

### ARTICLE I

#### NAME

This organization shall be called Bradford Academy (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 Southfield, County of Oakland, State of Michigan.

Section 2. <u>Registered Office</u>. 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, Commercial Services 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</u> Term and Number of Academy Board Members. The method of selection and appointment, length of term, number of directors, oath of public office requirements, tenure, removal, resignation, compensation and prerequisite qualifications for members of the 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. To the extent permitted by law and the Academy's Charter Contract, Members of the Academy's Board of Directors may attend open meetings of the Board of Directors via video conferencing or other live method that permits both voice and motion picture so that the member can be seen and heard by the public and can hear and see the public but only if a quorum of the Board of Directors is otherwise physically present at the meeting and extenuating circumstances necessitate a Member's virtual attendance, as determined by and in the sole discretion of the President of the Board or his/her then next in authority if the President is unable to make the determination.

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. <u>Quorum</u>. 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	<u># required for Quorum</u>
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

Section 4. <u>Manner of Acting</u>. 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)
	2	

Nine (9)

·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. <u>President</u>. 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. <u>Secretary</u>. 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. <u>Contracts</u>. 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 acknowledge and instrument required by law to be acknowledge and 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.

Voting of Securities Owned by this Corporation. Subject always to the Section 5. 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.

Section 6. <u>Contracts Between Corporation and Related Persons; Persons Ineligible to</u> <u>Serve as Directors</u>. 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 //day of June, 2012.

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### **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 Bradford Academy, a public school academy.

# **Preliminary Recitals**

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

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

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

# ARTICLE I

#### DEFINITIONS AND INTERPRETATIONS

Section 1.01. <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. <u>Receipt of State School Aid Payments and Other Funds</u>. 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. <u>Academy Board Requests for Direct Intercept of State School Aid Payments</u>. 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. <u>Method of Payment</u>. 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. <u>Expenditure of Funds</u>. 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. <u>Reports</u>. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, 2016, 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.

# Acknowledgement 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 Bradford Academy.

BY: <u>Mary J. Martin</u> Mary G. Martin, Director

Bureau of State and Authority Finance Michigan Department of Treasury

Date: <u>5.5</u>, 2016

## Acknowledgement 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 Bradford Academy.

BY: Mary G. Martin, Director

Mary G. Martin, Director Bureau of State and Authority Finance Michigan Department of Treasury

Date: <u>5-5</u>, 2016

## Acknowledgement 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 Bradford Academy.

BY: Mary G. Martin, Director

Mary G. Martin, Director Bureau of State and Authority Finance Michigan Department of Treasury

Date: <u>5-5</u>, 2016

# **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 Bradford Academy (the "Academy"), a public school academy.

#### **Preliminary Recitals**

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

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

### **ARTICLE I**

#### **DEFINITIONS AND INTERPRETATIONS**

Section 1.01. <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. <u>Oversight Responsibilities</u>. 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. <u>Fiscal Stress Notification from State Treasurer</u>. 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 prohibit the Academy from 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

# **CONTRACT SCHEDULE 5**

# **DESCRIPTION OF STAFF RESPONSIBILITIES**

# **STAFF RESPONSIBILITIES**

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Educational Service Provider Agreement

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#### ASSISTANT PRINCIPAL JOB DESCRIPTION

<b>QUALIFICATIONS:</b>	Meets Michigan licensure requirements.
	• Masters degree in educational leadership or related field from a regionally
	accredited university; doctorate desired.
	• Successful experience as a teacher.
	• Exemplary oral and written skills.
	• Exemplary reputation in school and community.
<b>REPORTS TO:</b>	Academy Principal.
SUPERVISES:	Staff members designated by the Principal and Chief Executive Officer of Choice Schools Associates LLC.
JOB GOALS:	To assist the Principal in providing leadership to ensure and continuously improve the achievement of education, school development, accountability goals, business management, to increase parental involvement and satisfaction, community support, and to create excellent conditions for working and learning.

#### **PERFORMANCE RESPONSIBILITES:**

- Assists the Principal in the overall administration of the Academy.
- Serves as the acting Principal in the absence of the Principal.
- Oversees safety inspections and safety drill practice activities.
- Assumes responsibility for coordinating transportation, custodial, cafeteria, other support services.
- Supervises the reporting and monitoring of student attendance and works with the staff for investigating follow-up activities.
- Assists with discipline throughout the student body and deals with special cases as necessary.
- Serves with guardians, faculty, and student groups as requested in advancing educational related activities and objectives.
- Performs record-keeping functions as the Principal directs.
- Supervises teachers and support staff as assigned by the Principal.
- Serves as the summer school Principal for instructional and recreational programs offered by the Academy.
- Seeks professional and personal development opportunities to develop knowledge and skills to become a Principal.
- Performs such other tasks and assumes such other responsibilities as the Principal may assign.

#### ASSISTANT PRINCIPAL JOB DESCRIPTION

#### **TERMS OF EMPLOYMENT:**

12 months. Choice Schools Associates LLC and the Academy Board establish salary and work year via the annual school operating budget.

#### **LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire).

#### **EVALUATION:**

The Academy Principal evaluates job performance through systematic input from various primary internal and external stakeholders. The Chief Executive Officer of Choice Schools Associates LLC will review and may assist in evaluations as he or she deems appropriate.

#### BEFORE AND AFTER SCHOOL CHILDCARE JOB DESCRIPTION

<b>QUALIFICATIONS:</b>	٠	Must be at least 18 years of age	3.
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- High school diploma or equivalent.
- Ability to read, follow directions and maintain records.
- Ability to work effectively with school personnel and students in a diverse school community.
- Able to walk, lift up 100 pounds, climb, bend, reach, and kneel.
- Operation of computer desired.
- Solid record of punctuality.
- Passed physical exam to certify good health and being drug free.
- Valid driver's license.
- United States citizen, able to communicate in oral and written English.
- Satisfied employment requirements of Choice Schools Associates LLC., including criminal records checks, driver's license, unprofessional conduct, and other checks.
- **REPORTS TO:** Academy Administrator.

**JOB GOAL:** Supervising the activities of children enrolled in the child care program and maintaining a clean and safe classroom environment for the children.

#### PERFORMANCE RESPONSIBILITIES:

- Monitors children for the purpose of providing a safe and positive learning environment.
- Coordinates assigned age appropriate activities for developmental growth.
- Cleans the classroom for purpose of maintaining a safe, orderly and sanitary environment.
- Communicates with parents, children, staff, supervisor, etc. for the purpose of conveying and/or receiving information.
- Achieves high levels of customer satisfaction by student participation rates and by students and adult ratings.
- Reports concerns to the Academy Administrator.
- Follows the state and federal requirements of childcare programs.
- Must demonstrate initiative in learning new tools and applications to make tasks/projects more efficient and less time consuming.
- Knows when decisions can be made independently and which require consultation with Supervisor.
- Suggests changes, modifications or new programs to improve efficiency and effectiveness.

#### BEFORE AND AFTER SCHOOL CHILDCARE JOB DESCRIPTION

- Displays confidence and a positive, professional image when representing the Academy and/or Choice Schools Associates.
- Conducts periodic inspections of protocol and guidelines.
- Performs other duties and responsibilities assigned by the Administrator.
- Participates in the development of policies and regulations that affect instruction and conditions of success.

#### **TERMS OF EMPLOYMENT:**

200 days or additional by extended contract. Salary and work year to be established by Choice Schools Associates LLC. and the Academy Board via the annual school operating budget.

#### **LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire).

#### **EVALUATION:**

The Academy Administrator evaluates job performance.

#### BOOKKEEPER JOB DESCRIPTION

<b>QUALIFICATIONS:</b>	•	High school	graduation	require	d; two	years	college	desired.	

- Ability to communicate with students, staff, and parents.
- Use of proper grammar and vocabulary.
- Reputation for self-control and sound interpersonal skills.
- Experience in educational setting with school-age children desired.
- Exemplary work habits verified by previous employer.
- Computer skills in data processing, spreadsheets, databases, and research.
- Trained in CPR and first aid.
- Licensed to drive.

**REPORTS TO:** Academy Principal.

**JOB GOAL:** To assure the smooth and efficient operation of the Academy office as the communications and operations center for the partnership between internal and external stakeholders in achieving educational excellence for all children.

#### **PERFORMANCE RESPONSIBILITIES:**

- Performs usual office routines.
- Possess basic skills in bookkeeping and math.
- Skilled in computer operation and use of word processing and record keeping procedures.
- Familiar with school procedures and record keeping and retention procedures.
- Handles and prepares correspondence for the Principal and Academy Board.
- Maintains student records and student counts as required by law and by local policy.
- Ability to perform secretarial and administrative support functions.
- Ability to operate standard office equipment (computer, copier, fax machine, etc).
- Demonstrates positive customer and community relations at all times with all people.
- Maintains the daily teacher attendance record and substitute teacher records.
- Conducts daily deposits to bank.
- Processes enrollment procedures for all students.
- Carries out financial operations at the site level, including payroll, purchasing, and financial accounting.
- Compares prices and prepares purchase orders for all office and classroom needs for the beginning of each school year and as needed during the year.
- Prepares all required reports and maintains all appropriate records.
- Participates in the pupil accounting audits with accurate information and records.
- Applies positive customer service to the role and is perceived as a team member by the staff.

#### BOOKKEEPER JOB DESCRIPTION

- Keeps accurate record on students for lost and damaged textbooks and collects fines to clear student records.
- Manages the Academy Web site.
- Maintains file on all purchase orders, verifies receipt of material against packing slips. Checks packing slips against invoices for approval of payment to vendors.
- Carries out other duties assigned by the Principal and Choice Schools Associates LLC.

#### **TERMS OF EMPLOYMENT:**

12 months. Salary established by Choice Schools Associates LLC. and the Academy Board via the annual school operating budget.

#### **LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire).

#### **EVALUATION:**

The Teachers and the Academy Principal evaluates job performance.

#### DIRECTOR OF TITLE I INSTRUCTIONAL PROGRAMS JOB DESCRIPTION

<b>QUALIFICATIONS:</b>	• Master's Degree or Higher from an Accredited University desired.
	Meets State and Federal Requirements Teacher Certification.
	Computer literate.
	• Respected in the community, at school, and among peers.
	• Excellent verbal and written expression.
	• Strong interpersonal skills.
<b>REPORTS TO:</b>	Academy Principal.
SUPERVISES:	Title I Instructional Staff.
JOB GOAL:	To provide instructional leadership in the development, implementation, and coordination of the Academy's Schoolwide Title I plan, and to help Title I Instructional Staff translate curriculum goals and objectives into meaningful
	learning experiences for each student.

#### **PERFORMANCE RESPONSIBILITES:**

- Provide leadership for the Title I identified students.
- Is knowledgeable of and supervises the Schoolwide Title I Plan and assures full implementation, including financial procedures.

- Assists in the recruitment, screening, hiring, training, and assigning of Title I instructional staff.
- Communicates the approved curriculum to the Title I instructional staff and maintains a list of approved instructional materials.
- Consults with Title I instructional staff in the construction and evaluation of classroom testing instruments, development of formative assessments, use of formative and summative assessment data, and in the selection of instructional supplies, equipment, and materials.
- Collect and evaluate assessment data to determine appropriate student placement in after school Title I tutoring program.
- Provides leadership and supervision for the Title I District Parent Advisory Council.
- Monitors and assists eligible schools with the implementation of Title I parent components.
- Directs after school Title students and staff tutoring program (Skill City) and summer school programs (Summer Success Academy) by planning, obtaining resources, budgeting, and evaluating each to enhance student educational opportunities; monitors programs overall effectiveness; adds and/or eliminates programs as needed; and verifies student eligibility requirements.

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#### DIRECTOR OF TITLE I INSTRUCTIONAL PROGRAMS JOB DESCRIPTION

- Develops, organizes, and maintains a curriculum center for Title I students.
- Observes Title I instructional staff in their classrooms and offers insights for the improvement of instruction.
- Assists in the planning of workshops and other professional development programs to raise the level of instructional performance for Title I instructional staff.
- Assumes responsibility for reviewing and evaluating results of the Academy's testing programs and for other evaluative measures used by Title I instructional staff.
- Assists in maintaining Title I educational procedures and practices in the framework provided by the Academy Board and the Michigan Department of Education.
- Plans and carries out staff and parent curriculum meetings for Title I.
- Manages the professional development plans for Title I instructional staff.
- Works with Principal to develop budget requests for Title I instructional programs.
- Reports to the Principal concerning performance of Title I instructional staff.
- Assists with preparation of reports related to job responsibilities.
- Advises the Principal with regards to the need for new and or revised Title I policy statements and participates in studies needed to formulate sound recommendations concerning policy for the Title I program.

#### **TERMS OF EMPLOYMENT:**

195 days or additional by extended contract. Choice Schools Associates LLC and the Academy Board establish salary and work year via the annual school operating budget.

#### LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire).

#### **EVALUATION:**

The Academy Principal evaluates job performance through systematic input from various primary internal and external stakeholders. The Chief Executive Officer of Choice Schools Associates LLC will review and may assist in performing evaluations, as he or she feels appropriate.

#### EXECUTIVE SECRETARY JOB DESCRIPTION

- **QUALIFICATIONS:** High school graduation required; Two years college desired.
  - Ability to communicate with students, staff, and parents.
  - Use of proper grammar and vocabulary.
  - Reputation for self-control and sound interpersonal skills. •
  - Experience in educational setting with school age children desired. •
  - Exemplary work habits verified by previous employer. •
  - Computer skills in data processing, spreadsheets, databases, and research.
  - Trained in CPR and first aid.
  - Licensed to drive.

**REPORTS TO:** Contract Oversight.

Ability to perform highly responsible secretarial and administrative duties **JOB GOAL:** necessary to support the Contract Oversight. Extensive knowledge of the organization, operation, program and goals of the District.

#### **PERFORMANCE RESPONSIBILITES:**

- Develop an extensive knowledge of the organization and programs under the Contract
- Oversight's jurisdiction.
- Assist the Contract Oversight by planning, initiating and carrying to completion clerical, secretarial and administrative activities.
- Receives and routes all incoming calls.
- Prepare and disseminate agendas for School Board meetings.
- Attend School Board meetings and assist the Contract Oversight as secretary to the Board in maintaining minutes and other records.
- Demonstrates positive customer and community relations at all times with all people.
- Communicate with District and school administrators concerning Board meetings, official functions, meetings and any other pertinent information.
- Compile background data and information on issues and / or topics as requested by the Contract Oversight.
- Maintain effective working relationships with Board members, District and school personnel, parents, media representatives and the general public.
- Order supplies and maintain inventory of the central office.
- Carries out financial operations at the site-level, including payroll, purchasing, and financial accounting.
- Compiles data from a variety of sources (e.g. agenda items, payroll, budget, statistical data, etc.) for the purpose of complying with financial, legal and/or administrative requirements.
- Coordinates a variety of activities (e.g. meetings, workshops, travel/accommodations, office delivering services in conformance to established guidelines.
- Applies positive customer service to the role and is perceived as a team member by the staff.

#### EXECUTIVE SECRETARY JOB DESCRIPTION

- Assists staff with simple technology questions.
- Other duties assigned by the Contract Oversight and Choice Schools Associates LLC.

#### **TERMS OF EMPLOYMENT:**

12 months. Salary established by Choice Schools Associates LLC and the Academy Board via the annual school operating budget.

#### **LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire).

#### **EVALUATION:**

The Contract Oversight evaluates job performance.

#### FOOD SERVICE WORKER JOB DESCRIPTION

- QUALIFICATIONS: Must be at least 18 years of age.
  High school diploma or equivalent.
  Ecod service experience: school for
  - Food service experience; school food service training within 90 days of employment.
  - Ability to read, follow directions and maintain records.
  - Ability to work effectively with school personnel and students in a diverse school community.
  - Able to walk, lift up 100 pounds, climb, bend, reach, and kneel.
  - Operation of computer desired.
  - Solid record of punctuality.
  - Passed physical exam to certify good health and being drug free.
  - Valid driver's license.
  - United States citizen, able to communicate in oral and written English.
  - Satisfied employment requirements of Choice Schools Associates LLC., including criminal records checks, driver's license, unprofessional conduct, and other checks.

**REPORTS TO:** Academy Principal and Assistant Principal.

**JOB GOAL:** To provide students with a safe, attractive, comfortable, clean, and efficient food service program.

#### **PERFORMANCE RESPONSIBILITIES:**

- Oversees preparation, packaging, and distribution of school meals.
- Collects cash for reduced-price meals and full-paid meals.
- Accounts and reports funds collected for meals for students and adults.
- Maintains food preparation and dining areas at ratings exceeding state standards.
- Maintains food service areas, equipment, and furnishings in neat, clean, and appealing condition.
- Achieves high levels of customer satisfaction by student participation rates and by students and adult ratings.
- Reports major repairs needed promptly to the Assistant Principal.
- Reports any damage to school property immediately to the Assistant Principal.
- Keeps an inventory of food, supplies, and equipment on hand, and makes requisitions to the Principal far enough in advance to sustain a smooth-running and continuous food service program.

#### FOOD SERVICE WORKER JOB DESCRIPTION

- Conducts periodic inspections of equipment to ensure its safe operation and condition.
- Coordinates and works with volunteers to provide outstanding food services.
- Performs other duties and responsibilities assigned by the Principal and Assistant Principal.
- Participates in the development of policies and regulations that affect instruction and conditions of success.

#### **TERMS OF EMPLOYMENT:**

185 days and additional if required. Salary and work year to be established by Choice Schools Associates LLC. and the Academy Board via the annual school operating budget.

#### **LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire).

#### **EVALUATION:**

The Academy Principal and Assistant Principal evaluate job performance.

#### FOREIGN LANGUAGE TEACHER JOB DESCRIPTION

QUALIFICATIONS:	Valid teacher certificate.
	• Demonstrated competence as a teacher.
	• Demonstrated competence in all areas of content.
	Computer literate.
	• Respected as teacher and as an individual.
	• Excellent verbal and written expression.
	Strong interpersonal skills.
<b>REPORTS TO:</b>	Academy Principal.
SUPERVISES:	Students, Instructional Aides, volunteers, assigned support staff, and Code of Student Conduct.

#### **PERFORMANCE RESPONSIBILITES:**

- Shares a commitment to the success of the mission, goals, and objectives of the Academy.
- Accepts responsibility for the achievement of students to speak the foreign language efficiently.
- Guides the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
- Demonstrates effective planning and organization for instruction related to foreign language.
- Selects appropriate materials for implementation of the curriculum and adapts materials and methods to learning styles and abilities of students.
- Uses creative instructional methods and procedures and adapts effectively to unusual situations.
- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.
- Demonstrates exceptional classroom techniques which include the art of questioning, clarity of assignments, communications in large and small groups with individual students, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences.
- Works cooperatively with parents and generates parents' confidence in the teacher.
- Works with the Academy and community to promote global awareness regarding foreign languages.
- Promotes good citizenship through actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
- Participates in the development of polices and regulations that affect instruction and conditions of success.

#### FOREIGN LANGUAGE TEACHER JOB DESCRIPTION

- Uses technology effectively for instruction, record keeping and other administrative tasks, and communications.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional, ethical principles.
- Continually strives to improve classroom methods, teaching techniques, and interpersonal relationships.
- Shares responsibility for marketing the Academy in the community.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.
- Displays pride in being a teacher and a member of the Academy.
- Assumes other responsibilities assigned by the Principal.

#### **TERMS OF EMPLOYMENT:**

195 days or additional by extended contract.

#### **LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire).

#### **EVALUATION:**

The Academy Principal evaluates job performance through systematic input from various primary internal and external stakeholders. The Chief Executive Officer of Choice Schools Associates LLC will review and may assist in evaluations, as he or she deems appropriate.

#### INSTRUCTIONAL AIDE JOB DESCRIPTION

<b>QUALIFICATIONS:</b>	<ul> <li>College degree preferred; two years of college required.</li> </ul>
	• Ability to communicate with students, staff, and guardians.
	• Use of proper grammar and vocabulary.
	• Reputation for self-control and ability to keep discipline.
	• Experience in educational setting with school-age children.
	• Exemplary work habits verified by previous employers.
<b>REPORTS TO:</b>	Academy Principal, under supervision of the classroom teacher.
JOB GOAL:	To assist the Teacher in carrying out appropriate classroom activities and maintaining a disruption-free learning environment.

#### **PERFORMANCE RESPONSIBILITIES:**

- Aids the teacher in preparing the classroom or laboratory for instruction.
- Helps the teacher prepare and distribute lesson materials.
- Instructs students under supervision of the teacher.
- Guides children in working and playing harmoniously with other children.
- Assists the teacher in maintaining individual student records when asked.
- Assists the teacher in keeping the classroom neat, clean, and orderly to provide work and study areas conducive to learning.
- Collects and displays suitable materials for bulletin boards and other educational displays.
- Assists teachers with supervision of students during play periods.
- Accepts other related duties assigned by the Principal.

#### **TERMS OF EMPLOYMENT:**

183 work days (may be extended by mutual consent). Salary established by Choice Schools Associates LLC. and the Academy Board via the annual school operating budget.

#### **LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire).

#### **EVALUATION:**

The Teacher and Academy Principal evaluate job performance.

#### INSTRUCTIONAL SPECIALIST JOB DESCRIPTION

<b>QUALIFICATIONS:</b>	Meets Michigan licensure requirements.
	• Masters degree in educational leadership or related field from a regionally
	accredited university; doctorate desired.
	• Successful experience as a teacher.
	• Exemplary oral and written skills.
	• Exemplary reputation in school and community.
<b>REPORTS TO:</b>	Academy Principal.
SUPERVISES:	Teachers and support staff.
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JOB GOALS:	To provide leadership in the development, implementation, and coordination of the Academy's K-12 curriculum, and to help teacher translate curriculum goals and objectives into meaningful learning experiences for each student.

#### **PERFORMANCE RESPONSIBILITES:**

- Fully understands the Academy's educational program.
- Guides development, implementation, and evaluation of curriculum and instructional services.
- Keeps abreast of developments in curriculum and instruction and recommends revisions to the Academy's curriculum.
- Assists in the recruitment, screening, hiring, training, and assigning of instructional personnel.
- Works with school principals in the improvement of individual teacher competencies.
- Communicates the approved curriculum to the professional staff and maintains a list of approved instructional materials.
- Consults with teachers in the construction and evaluation of classroom testing instruments, development of formative assessments, use of formative and summative assessment data, and in the selection of instructional supplies, equipment, and materials.
- Works with professional staff to align curriculum and instruction with Michigan Content Standards and Benchmarks and Grade Level Content Expectations to ensure that courses are designed with adequate attention to scope and sequence for effective learning.
- Encourages the development, publication, and use of new instructional materials by the professional staff.
- Develops, organizes, and maintains a curriculum center for staff use.
- Observes teachers in their classrooms and offers insights for the improvement of instruction.
- Assists in the planning of workshops and other professional development programs to raise the level of instructional performance.
- Assumes responsibility for reviewing and evaluating results of the Academy's testing programs and for other evaluative measures used by teachers.
- Recommends ways in which the curriculum can be adjusted to meet the special learning needs of exceptional children.

#### INSTRUCTIONAL SPECIALIST JOB DESCRIPTION

- Serves as the administrative liaison to Special Education committees.
- Assists in maintaining educational procedures and practices in the framework provided by the Academy Board and the Michigan Department of Education.
- Coordinates curriculum improvement projects.
- Plans and carries out staff and parent curriculum meetings.
- Manages the professional development plans for teachers.
- Maintains liaison and active participation with educational leaders in curriculum and instruction.
- Works with Principal to develop budget requests for instructional programs.
- Reports to the Principal concerning performance of teachers.
- Provides Principal and Board members with materials and information that helps in relations with the public.
- Assists with preparation of reports related to job responsibilities.
- Advises the Principal with regards to the need for new and or revised policy statements and participates in studies needed to formulate sound recommendations concerning policy.

#### **TERMS OF EMPLOYMENT:**

11 or 12 months. Choice Schools Associates LLC and the Academy Board establish salary and work year via the annual school operating budget.

#### **LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance and Employment Verification (Department of Justice Immigration Questionnaire).

#### **EVALUATION:**

The Academy Principal evaluates job performance through systematic input from various primary internal and external stakeholders. The Chief Executive Officer of Choice Schools Associates LLC will review and may assist in evaluations as he or she deems appropriate.

#### MUSIC TEACHER JOB DESCRIPTION

#### QUALIFICATIONS: • Valid teacher certificate.

- Demonstrated competence as a teacher. •
- Demonstrated competence in all areas of content.
- Computer literate.
- Respected as teacher and as an individual.
- Excellent verbal and written expression.
- Strong interpersonal skills.

**REPORTS TO:** Academy Principal.

SUPERVISES: Students, Instructional Aides, volunteers, assigned support staff, and Code of Student Conduct.

#### PERFORMANCE RESPONSIBILITES:

- Shares a commitment to the success of the mission, goals, and objectives of the Academy.
- Accepts responsibility for the achievement of students.
- Demonstrates effective planning and organization for instruction.
- Communicates with the student body and encourages participation in the music activities.
- Plans, rehearses and directs musical experiences for the school and community.
- Cooperates with the school administration in providing music programs for school productions, graduation ceremonies, and, as appropriate, civic functions that enhance the students' performing experience.
- Controls the storage and use of school owned equipment and materials; makes minor adjustments and requests repairs to instruments as required.
- Strives to establish cooperative relations and makes a reasonable effort to communicate with parents and community residents as appropriate.
- Promotes awareness about the music program through communications with the principal and other relevant audiences.
- Selects appropriate materials for implementation of the curriculum and adapts materials and methods to learning styles and abilities of students.
- Uses creative instructional methods and procedures and adapts effectively to unusual situations.
- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.

#### MUSIC TEACHER JOB DESCRIPTION

- Demonstrates exceptional classroom techniques which include the art of questioning, clarity of assignments, communications in large and small groups with individual students, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences.
- Works cooperatively with parents and generates parents' confidence in the teacher.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes good citizenship through actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
- Participates in the development of polices and regulations that affect instruction and conditions of success.
- Uses technology effectively for instruction, record keeping and other administrative tasks, and communications.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional, ethical principles.
- Continually strives to improve classroom methods, teaching techniques, and interpersonal relationships.
- Shares responsibility for marketing the Academy in the community.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.
- Displays pride in being a teacher and a member of the Academy.
- Assumes other responsibilities assigned by the Principal.

#### **TERMS OF EMPLOYMENT:**

195 days or additional by extended contract.

#### **LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire).

#### **EVALUATION:**

The Academy Principal evaluates job performance through systematic input from various primary internal and external stakeholders. The Chief Executive Officer of Choice Schools Associates LLC will review and may assist in evaluations, as he or she deems appropriate.

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#### PARENT LIAISON JOB DESCRIPTION

#### QUALIFICATIONS: • Two years of college education.

- Experience working with parents, families and community members.
- Ability to communicate effectively both orally and in writing with parents, schools, community and Academy personnel.

**REPORTS TO:** Academy Principal

#### **PERFORMANCE RESPONSIBILITIES:**

- Works under the direct supervision of the Administrator to serve as a liaison between the school and parent/families of the school.
- Assists in facilitation of parenting workshops, trainings and interventions.
- Works to increase and improve parent/family and community involvement.
- Attends school and community meetings.
- Makes personal contact with parents to encourage parental engagement.
- Provides information to parent/families in order to improve home-school communication.
- Work with the Administrator to investigate complaints from parents/families and the community.

#### **TERMS OF EMPLOYMENT:**

200 days or additional by extended contract. Salary established by Choice Schools Associates LLC and approved by the Academy Board through the annual school operating budget approval process.

#### **LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance and Employment Verification (Department of Justice Immigration Questionnaire).

#### **EVALUATION:**

The Academy Administrator evaluates job performance through systematic input from various primary internal and external stakeholders.

#### PRINCIPAL JOB DESCRIPTION

QUALIFICATIONS:	Michigan Administrator certification desired.
	Meets Michigan licensure requirements.
	• Masters degree in educational leadership or related field from a regionally
	accredited university; doctorate desired.
	• Experience as an Assistant Principal.
	• Successful experience as a teacher.
	• Exemplary oral and written skills.
	• Exemplary reputation in school and community.
<b>REPORTS TO:</b>	Chief Executive Officer of Choice Schools Associates LLC.
SUPERVISES:	Staff members designated by the Chief Executive Officer of Choice Schools Associates LLC.
JOB GOALS:	To provide leadership to ensure the achievement of educational, business management, school development, parent involvement, customer service, and accountability goals. To create excellent conditions for working and learning, and to improve student achievement, parent satisfaction, and community support.

#### **PERFORMANCE RESPONSIBILITES:**

- Establishes and maintains an effective learning climate in the school.
- Leads the implementation of activities to meet and exceed the measurable goals for the Academy.
- Keeps the Chief Executive Officer informed of routine matters related to administration, instruction, and of events and activities of unusual nature.
- Assists in the management and preparation of the Academy's budget.
- Supervises the maintenance of all required building records and reports.
- Prepares or oversees the preparation of reports, lists, and all other paperwork for which the Principal is responsible for.
- Coordinates all services of the Academy, including transportation, food service, playground supervision and safety, special services, etc.
- Assumes responsibility for observance of Board policies and regulations.
- Maintains active relationships with students and guardians.
- Budgets school time to provide for efficient use of time for instruction and business.
- Leads the ongoing development of the instructional program and student activities programs.
- Establishes a master schedule to ensure compliance with instructional time requirements and Academy specific specialized environmental science programs.
- Maintains high standards of student conduct and enforces the Code of Student Conduct firmly, fairly, and consistently in total compliance with due process procedures.

#### PRINCIPAL JOB DESCRIPTION

- Design and carryout a comprehensive student activities program to recognize student achievement and to create opportunities for student participation in school sponsored organizations.
- Supervises the maintenance of accurate records of student progress and attendance of students.
- Assumes responsibility for professional growth and development through membership and participation in the affairs of professional organizations, through attendance at regional, state, and national meetings, through enrollment in advanced courses by reading professional journals and other leadership and management publications, and by discussing problems of mutual interest with others in the field.
- Supervises professional, paraprofessional, administrative, and non-professional personnel of the Academy.
- Assists recruiting, screening, hiring training, assigning and evaluating of the Academy's staff.
- Provides comprehensive orientation programs for new staff and assists in their development.
- Evaluates and counsels all staff members regarding their individual and group performance.
- Conducts staff meetings to keep members informed to policy changes, new programs, etc.
- Recommends to the Chief Executive Officer the discipline and or removal of an employee whose work performance is unsatisfactory.
- Makes arrangements for conferences between parents and teachers when needed.
- Creates a school culture in which collaboration and collegiality guide relationships and decision making.
- Assumes responsibility for the use, safety, and administration of the school buildings and grounds.
- Plans and supervises fire drills, tornado drills, the emergency preparedness program, and other safety and security regulations.
- Provides adequate inventories of real and personal property under his/her jurisdiction and for the security and accountability for that property.
- Supervises and evaluates the Academy's extracurricular programs.
- Serves as an ex officio member of all committees and councils within the Academy.
- Cooperates with college and university officials regarding teacher training and preparation.
- Assumes responsibility for all official Academy correspondence and news releases approved by the Chief Executive Officer.
- Establishes and maintains relationships with local community groups and individuals to foster understanding and solicit support for overall Academy objectives and programs, to interpret Board policies and administrative directives, and to discuss and resolve individual student problems.
- Serves as a member of committees and attends such meetings as directed by the Chief Executive Officer.

# PRINCIPAL JOB DESCRIPTION

• Delegates responsible personnel to assume responsibility for the Academy in the absence of the Principal.

#### **TERMS OF EMPLOYMENT:**

12 months. Choice Schools Associates LLC and the Academy Board establish salary and work year via the annual school operating budget.

#### **LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire).

#### **EVALUATION:**

The job performance will be evaluated by the Chief Executive Officer of Choice Schools Associates LLC. through systematic input from various primary internal and external stakeholders.

#### SECRETARY JOB DESCRIPTION

**OUALIFICATIONS:** • High school graduation required; Two years college desired.

- Ability to communicate with students, staff, and parents.
- Use of proper grammar and vocabulary. •
- Reputation for self-control and sound interpersonal skills.
- Experience in educational setting with school age children desired.
- Exemplary work habits verified by previous employer. •
- Computer skills in data processing, spreadsheets, databases, and research.
- Trained in CPR and first aid.
- Licensed to drive.

**REPORTS TO:** Academy Principal.

JOB GOAL: To assure the smooth and efficient operation of the Academy office as the communications and operations center for the partnership between internal and external stakeholders in achieving educational excellence for all children.

#### **PERFORMANCE RESPONSIBILITES:**

- Performs usual office routines.
- Handles and prepares correspondence for the Principal and Academy Board.
- Maintains student records as required by law and by local policy.
- Receives and routes all incoming calls.
- Demonstrates positive customer and community relations at all times with all people.
- Serves as the Principal's front line representative.
- Maintains the daily teacher attendance record and substitute teacher records.
- Assists teachers in preparing instructional materials upon request.
- Processes enrollment procedures for all students.
- Carries out financial operations at the site-level, including payroll, purchasing, and financial accounting.
- Compiles and maintains an up-to-date directory of students and staff throughout the year.
- Maintains a log of visitors to the Academy.
- Applies positive customer service to the role and is perceived as a team member by the staff.
- Assists teachers with simple technology questions.
- Manages the Academy web site.
- Other duties assigned by the Principal and Choice Schools Associates LLC.

#### SECRETARY JOB DESCRIPTION

#### **TERMS OF EMPLOYMENT:**

12 months. Salary established by Choice Schools Associates LLC and the Academy Board via the annual school operating budget.

#### **LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire).

#### **EVALUATION:**

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The Teachers and the Academy Principal evaluates job performance.

#### SOCIAL WORKER JOB DESCRIPTION

QUALIFICATIONS:	Valid state certificate as School Counselor, or School	
	Social	Worker required.
	Demor	strated competence in all areas of focus.
	Social	work case reporting and writing skills.
	Eviden progra	ce in-depth knowledge of special education ms.
	An und	lerstanding of the IEP process.
	Excelle	ent verbal and written expression.
	Ability	to counsel students, parents, and staff, individually and in groups.
<b>REPORTS TO:</b>	rincipal,	Education Programs, Licensed Residential Programs

## **SUPERVISES:** Student aides and volunteers.

#### **PERFORMANCE RESPONSIBILITIES:**

- Provides social work counseling to students and parents.
- Provides psycho-social assessment and diagnosis of behavioral disabilities with recommendations and/or environmental manipulations at the school, home and/or in the community with periodic reevaluations.
- Participates in case conferences involving cooperation with other pupil personnel workers, school personnel and community agencies.
- Makes referral to public or private agencies with appropriate follow-up.
- Serves as a liaison between school, family and community resources.
- Serves as a source of information regarding community resources.
- Acts as a consultant to resolve problems concerning issuance of credits.
- Evaluates transcripts; participates, as requested, in planning, implementation and follow-up phases of proficiency testing.
- Participates in the Individual Education Plan (IEP) process as required.
- Works with students on an individual basis in seeking solutions to personal problems related to such areas as home and family relations, health and emotional adjustment.
- Works cooperatively with the Health Education Teachers to carry out the Academy's sex education program.
- Maintains and administers the student records system according to Academy, state, and federal regulations and protects the system's confidentiality.
- Confers with parents whenever appropriate.
- Provides in-service training for staff in guidance programs and in student conflict resolution and self-awareness programs.
- Performs other duties and responsibilities assigned by the Principal.

#### SOCIAL WORKER JOB DESCRIPTION

#### **TERMS OF EMPLOYMENT:**

200 days or additional by extended contract. Salary established by Choice Schools Associates LLC. and approved by the Academy Board through the annual school operating budget approval process.

#### **LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire).

#### **EVALUATION:**

The Academy Principal evaluates job performance through systematic input from various primary internal and external stakeholders.

#### SPECIAL EDUCATION TEACHER JOB DESCRIPTION

QUALIFICATIONS:	<ul> <li>Valid Michigan teaching certificate with endorsement(s) in Special</li> </ul>				
	Education.				
	Demonstrated competence as a teacher.				
	Demonstrated competence in all areas of focus.				
	Computer literate.				
	Respected as a teacher and as an individual.				
	Excellent verbal and written expression.				
	Strong interpersonal skills.				
REPORTS TO:	Academy Principal.				
SUPERVISES:	Students, Instructional Aides, volunteers, assigned support staff, and Code of				
	Student Conduct.				
JOB GOAL:	To collaborate with regular education teachers to monitor student progress and				
	compliance. To provide students with a first class learning experience, which				
	contributes to their development as enlightened and responsible citizens and as				

#### **PERFORMANCE RESPONSIBILITIES:**

- Implement the program outlined in the student's IEP in the least restrictive environment.
- Prepare for student's annual IEP in a timely manner (completing of forms, invitations to attendees, scheduling meetings).
- Prepare for three year re-evaluations in a timely manner (testing, completing of forms, invitations to attendees, scheduling of meeting times).
- Maintain complete and ongoing records for all students.
- Maintain a comfortable learning environment for students whether in a pullout situation or mainstream setting.
- Adapt materials from the K 5 curriculums to meet needs of students served.

leaders in their communities.

- Demonstrate creativity in reaching, challenging, and engaging student's in learning.
- Utilize strategies and techniques to modify unacceptable behavior.
- Demonstrate ability to write Behavior Plans.
- Evaluate all student records for current IEP needs as those records arrive in your building.
- Demonstrate knowledge of disability areas experienced by students with special needs that are attending your building.

#### SPECIAL EDUCATION TEACHER JOB DESCRIPTION

#### **TERMS OF EMPLOYMENT:**

200 days or additional by extended contract. Salary established by Choice Schools Associates LLC. and approved by the Academy Board via the annual school operating budget approval process.

#### LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire).

#### **EVALUATION:**

The Academy Principal evaluates job performance through systematic input from various primary internal and external stakeholders. The Chief Executive Officer of Choice Schools Associates LLC will review and may assist in evaluations, as he or she deems appropriate.

#### TEACHER JOB DESCRIPTION

#### QUALIFICATIONS: • Valid teacher certificate.

Demonstrated competence as a teacher.

- Demonstrated competence in all areas of content.
- Computer literate.
- Respected as teacher and as an individual.
- Excellent verbal and written expression.
- Strong interpersonal skills.

**REPORTS TO:** Academy Principal.

SUPERVISES: Students, Instructional Aides, volunteers, assigned support staff, and Code of Student Conduct.

#### **PERFORMANCE RESPONSIBILITES:**

- Shares a commitment to the success of the mission, goals, and objectives of the Academy.
- Accepts responsibility for the achievement of students.
- Guides the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
- Demonstrates effective planning and organization for instruction.
- Selects appropriate materials for implementation of the curriculum and adapts materials and methods to learning styles and abilities of students.
- Uses creative instructional methods and procedures and adapts effectively to unusual situations.
- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.
- Demonstrates exceptional classroom techniques which include the art of questioning, clarity of assignments, communications in large and small groups with individual students, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences.
- Works cooperatively with parents and generates parents' confidence in the teacher.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes good citizenship through actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
- Participates in the development of polices and regulations that affect instruction and conditions of success.

#### TEACHER JOB DESCRIPTION •

- Uses technology effectively for instruction, record keeping and other administrative tasks, and communications.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional, ethical principles.
- Continually strives to improve classroom methods, teaching techniques, and interpersonal relationships.
- Shares responsibility for marketing the Academy in the community.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.
- Displays pride in being a teacher and a member of the Academy.
- Assumes other responsibilities assigned by the Principal.

#### **TERMS OF EMPLOYMENT:**

195 days or additional by extended contract.

#### **LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire).

#### **EVALUATION:**

The Academy Principal evaluates job performance through systematic input from various primary internal and external stakeholders. The Chief Executive Officer of Choice Schools Associates LLC will review and may assist in evaluations, as he or she deems appropriate.

## MEDIA CENTER COORDINATOR/TECHNOLOGY RESOURCE COORDINATOR JOB DESCRIPTION

# **QUALIFICATIONS:** • Meets requirements for highly qualified instructional assistant with knowledge of technology; Bachelor's degree in related field or equivalent experience preferred.

- Computer literate and extensive knowledge of educational technologies.
- Ability to communicate with students, staff, and parents using proper grammar and vocabulary.
- Reputation for self-control and sound interpersonal skills.
- Experience in educational setting working with multiple forms of media technology and Internet services.
- Exemplary work habits verified by previous employers.
- Computer skills in data processing, spreadsheets, databases, and research.
- Trained in CPR and first aid.
- **REPORTS TO:** Academy Principal.

**JOB GOAL:** To assure the smooth and efficient operations of the media center/technology laboratory as the communications and operation center of the Academy which enables students and teachers to achieve educational excellence for all children.

#### **PERFORMANCE RESPONSIBILITIES:**

- Manages the media center/library and computer laboratory of the Academy.
- Supervises the use of technological, instructional, and communications media of the Academy.
- Provides tutorials to staff and students as needed.
- Teaches students knowledge and skills to use computers as tools for learning, responsible recreation, and research.
- Supervises responsible use of the Internet by students and staff and maintains system security.
- Assists teachers in the selection of books and other instructional materials and makes the media center materials available to supplement the instructional program.
- Cooperates with Academy staff to determine appropriate use of computers for instruction.
- Counsels with and gives reading guidance to students who have special reading problems or unusual intellectual interests.
- Coordinates with purchase, distribution, and inventorying of computer hardware and software.
- Serves in an ex officio capacity to the instructional staff to select and integrate proper technologies and software to exceed instructional objectives.
- Maintains a comprehensive and efficient system for cataloging materials and equipment and instructs teachers and students on proper use of the system.

#### MEDIA CENTER COORDINATOR/TECHNOLOGY RESOURCE COORDINATOR JOB DESCRIPTION

#### **TERMS OF EMPLOYMENT:**

10 months and extended by mutual consent. Salary and work year to be established by the annual school operating budget.

#### **LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire).

#### **EVALUATION:**

The Academy Principal evaluates job performance.

### **Educational Service Provider Agreement**

The Academy's Educational Service Provider Agreement is not yet complete. 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.

## **CONTRACT SCHEDULE 6**

## **PHYSICAL PLANT DESCRIPTION**

## **Physical Plant**

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Physical Plant Description	6-1
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Floor Plan	6-6
Occupancy Approval	6-8
Mortgage Agreement	6-10

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#### **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 Bradford Academy ("Academy") is as follows:

Address: 24218 Garner Street Southfield, MI 48033

<u>Description</u>: The property consists of approximately 9.5 acres of land. The campus consists of an elementary building and a high school building. The elementary building is a two-story building of approximately 45,000 square feet structure with 13 classrooms, a library, computer lab, and auditorium. The high school building is a two-story building of approximately 104,923 square feet and contains 61 classrooms, two gymnasiums, along with a media center, cafeteria, locker rooms, kitchen and offices.

Term of Use: Term of Contract.

<u>Configuration of Grade Levels:</u> Kindergarten through twelfth grade.

Name of School District and Intermediate School District:

Local: Southfield School District ISD: Oakland Schools

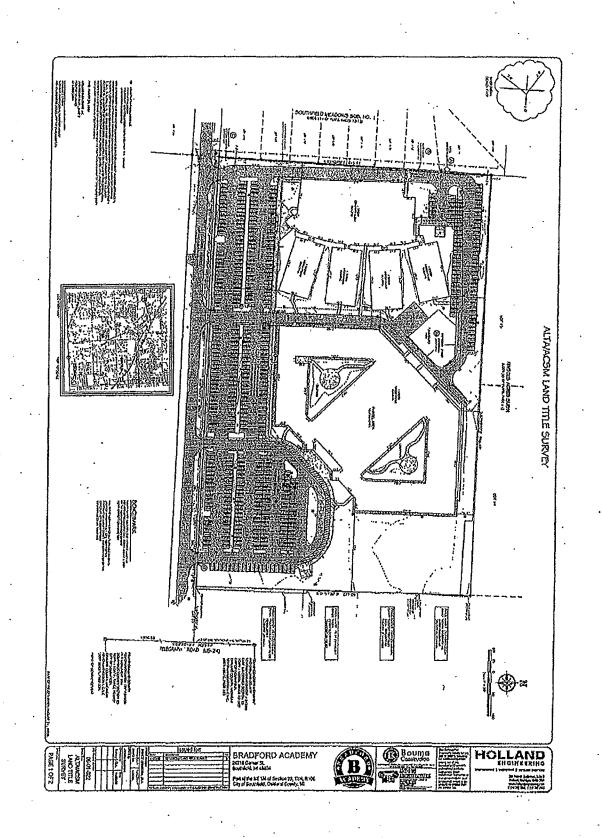
3. It is acknowledged and agreed that the following information about this Proposed Site is provided on the following pages, or must be provided to the satisfaction of the College Board, before the Academy may operate as a public school in this state.

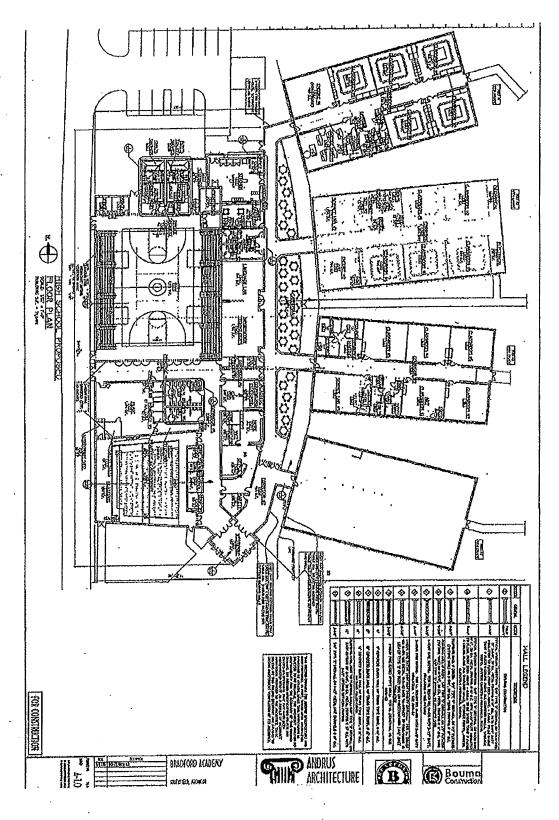
- A. Size of building
- B. Floor Plan
- C. Description of Rooms
- D. Copy of lease or purchase agreement

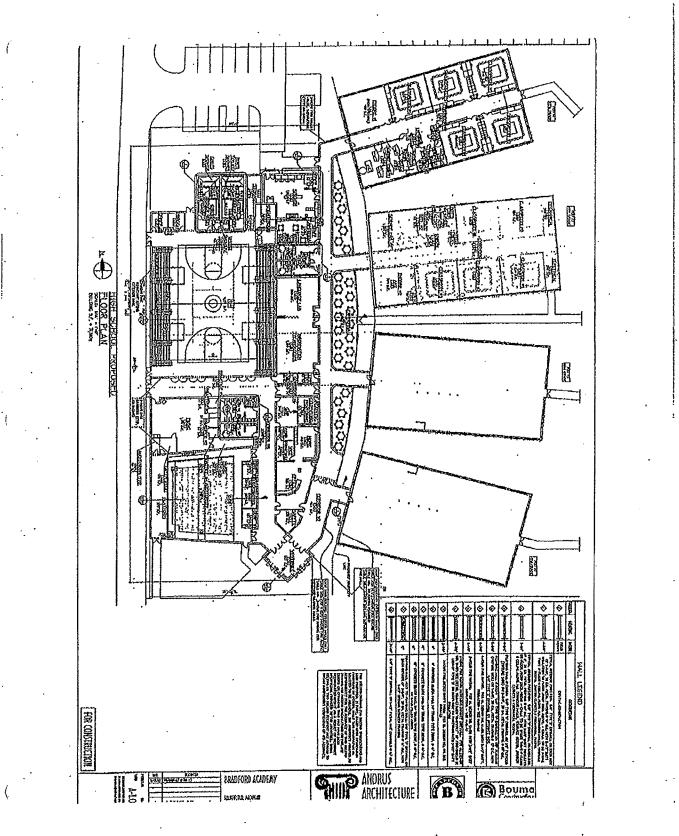
4. In addition, the Academy and the College Board hereby acknowledge and agree that this Contract is being issued to the Academy with the understanding that the Academy cannot conduct classes as a public school academy in this state until it has obtained the necessary fire, health and safety approvals 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.

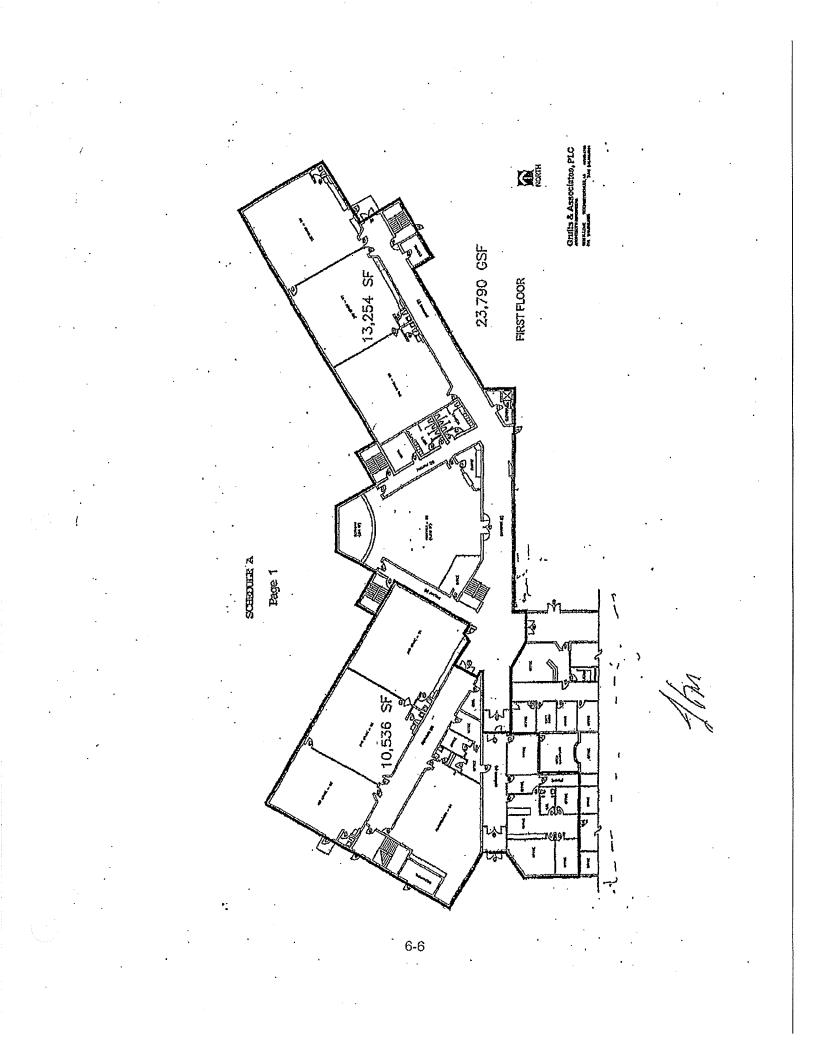
6. The Academy agrees to comply with the single site restrictions contained in this Schedule 6 for the configuration of grade levels identified at the site. Any change in the configuration of grade levels at the site requires an amendment to this Schedule 6 pursuant to Article IX of the Terms and Conditions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

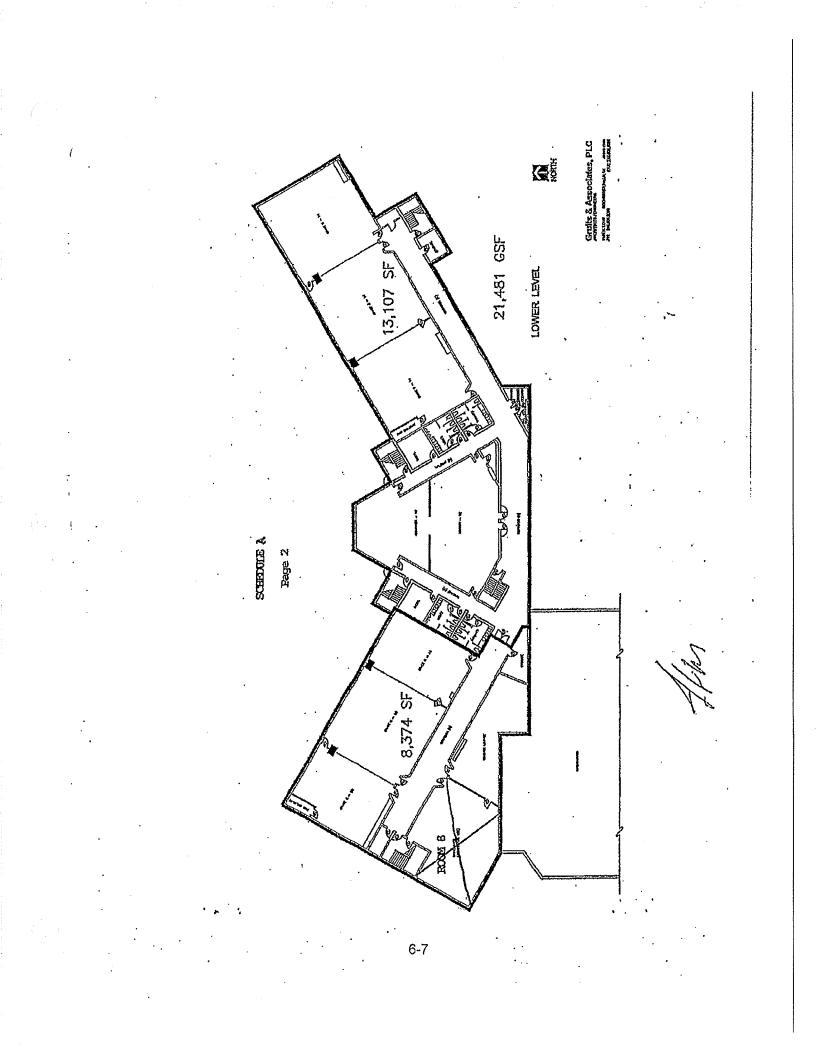
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## CERTIFICATE OF USE AND OCCUPANCY

### PERMANENT

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

> Building Permit No. B026192 Bradford Academy High School 24218 Garner Street Southfield, Michigan Oakland County

The above named building of Use Group A-3-B/E and Construction Type 3B/5B is approved for use and occupancy.

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

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December 4, 2008

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

## CERTIFICÀTE 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

> Building Permit No. B026238 Bradford High School Pod #1 24218 Garner Street Southfield, Michigan Oakland County

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

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

December 4, 2008

Larry Lohman) Chief Charles E. Curtis, Assistant Chief Building Division

#### FUTURE ADVANCE MORTGAGE

THIS MORTGAGE, is dated as of September 1, 2007 from Bradford Academy, a Michigan public school academy whose address is 24218 Garner Street, Southfield, Michigan 48033 to The Bank of New York Trust Company, N.A., a national banking association, in its capacity as trustee under the Indenture defined below, with offices at 719 Griswold, Suite 930 Dime Building, Detroit, Michigan 48226 (hereinafter referred to as the "Mortgagee" or the "Trustee").

#### WITNESSETH:

WHEREAS, Bradford Academy ( the "Mortgagor") has requested the Michigan Public Educational Facilities Authority (the "Authority") to issue its Limited Obligation Revenue Refunding Bonds (Bradford Academy Project), Series 2007 (the "Bonds") in the aggregate principal amount of \$17,300,000 pursuant to a trust indenture (the "Indenture"), dated as of September 1, 2007, between the Authority and the Trustee relating to the Bonds.

WHERBAS the Mortgagor and the Authority have entered into a financing agreement, dated as of September 1, 2007, between the Authority and the Mortgagor (the "Financing Agreement") and the Mortgagor has issued a Municipal Obligation in favor of the Authority in the amount of \$17,300,000 (the "Municipal Obligation") for the purpose of refinancing the Property (as hereinafter described and defined below) with the proceeds of the Bonds.

WHERBAS, it is a condition precedent to the issuance of the Bonds that the Morigagor mortgage the Property to secure the Morigagor's obligations under the Financing Agreement and thereby secure the repayment of the Bonds; and

WHEREAS, the Mortgagee is obligated, among other things, to grant a first-priority lien on the Property:

NOW, THEREFORE, to secure the payment of the Secured Obligations (as defined below), Mortgagor does hereby MORTGAGE and WARRANT unto Mortgages, and its successors and assigns, the following described property (the "Property"):

(A) the land situated in the City of Southfield, County of Oakland, State of Michigan, more specifically described in <u>Exhibit A</u> hereto (the "Land");

(B) all easements, rights-of-way, licenses and privileges, thereunto belonging or in anywise appertaining, including without limitation all the Mortgagor's right, title and

interest in and to those easements, rights-of-way, licenses and privileges described in <u>Exhibit A</u> hereto, if any;

(C) all buildings and improvements now or hereafter situated upon the Land or any part thereof:

(D) all minerals, royalties, gas rights, water, water rights, water stock, flowers, shrubs, lawn plants, crops, trees, timber and other emblements now or hereafter located on, under or above all or any part of the Land;

(E) all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor, of, in and to the same and of, in and to every part and parcel thereof;

(F) all the rents, issues and profits thereof under present or future leases, or otherwise, which are hereby specifically assigned, transferred and set over to the Mortgagee, including, but not limited to, all rights conferred by Act No. 210 of the Michigan Public Acts of 1953 as amended by Act No. 151 of the Michigan Public Acts of 1966 (MCL 554,231 et seq.), and including, but not limited to, all cash or securities deposited under any such leases to secure performance by the tenants of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due thereunder;

(G) all right, title and interest of the Mortgagor, if any, in and to the land lying in the bad of any street, road, avenue, alley or walkway, opened or proposed or vacated, or any strip or gore, in front of or adjoining the Land;

(H) all present and future "equipment" (as defined in Article 9 of the Uniform Commercial Code of the State of Michigan, as in effect from time to time), machinery, apparatus, fittings, fixtures, and articles of personal property of every kind and nature whatsoever, other than consumable goods, now or hereafter located in or upon the Land or any part thereof and used or useable in connection with any present or future operation of the Land or any building or buildings now or hereafter on the Land and now owned or hereafter acquired by the Mortgagor (all of which is herein called "Equipment"), including, but without limiting the generality of the foregoing, all lighting, heating, cooling, ventilating, air-conditioning, inclinerating, refrigerating, plumbing, sprinkling, communicating and electrical systems, and the machinery, appliances, fixtures and equipment pertaining thereto, it being understood and agreed that all Equipment is part and parcel of the Land and appropriated to the use of said real estate and, whether affixed or annexed or not, shall for the purposes of this Mortgage, unless the Mortgagee shall otherwise elect, be deemed conclusively to be real estate and mortgaged hereby;

(I) any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Land as a result of (a) the

exercise of the right of eminent domain, (b) the alteration of the grade of any street, (c) any loss of or damage to any building or other improvement on the Land, (d) any other injury to or decrease in the value of the Land or (c) any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the Land, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by the Mortgagee, and of the reasonable counsel fees, costs and disbursements incurred by the Mortgagee in connection with the collection of such award or payment, the Mortgagor hereby agreeing to execute and deliver, from time to time, such further instruments as may be requested by the Mortgagee to confirm such assignment to the Mortgagee of any such award or payment.

TO HAVE AND TO HOLD the Property, and each and every part thereof, unto the Mortgagee and its successors and assigns forever. Any reference herein to the "Property" shall, unless the context shall require otherwise, be deemed to include and apply to the above described land and said buildings, improvements, equipment, ronts, issues, profits, leases, easements, tenements, hereditaments and appurtenances and all other rights, privileges and interests hereinabove described, including all rights to make divisions of the Land pursuant to the Michigan Land Division Act (MCL 560,101 et seq.).

SUBJECT only to those matters set forth in <u>Exhlbit B</u> hereto (the "Permitted Ensumbrances").

AND, the Mortgagor does hereby covenant and warrant as follows:

1. <u>Title to Property. Priority of Lien and Permitted Encumbrances.</u> The Mortgagor does and will own good, Indefeasible and marketable title to the Property in fee simple, free of all easements, liens, mortgages, security interests, encroachments, rights, claims, and other interests of any nature (herein "Interests"), other than the Permitted Encumbrances. The Mortgagor will forever warrant and defend the Property against any and all Interests, other than Permitted Encumbrances, and the lien created by this Mortgage is and will be kept as a first lien upon the Property, unless otherwise agreed in writing by the Trustee. The Mortgagor will pay when due all obligations which, if unpaid, may become a lien on the Property. Upon request, the Mortgagor will, at the Mortgagor's cost, provide the Trustee with a title insurance policy and other evidence of title as the Trustee may request from time to time which must be in form and substance satisfactory to the Trustee.

2. <u>Secured Obligations.</u> This Mortgage secures the following: (collectively referred to in this Mortgage as the "Secured Obligations"):

(a) The payment of the principal sum of Seventeen Million Three Hundred Thousand Dollars (\$17,300,000), together with interest thereon, whether presently outstanding or advanced in the future, under or on account of the Financing Agreement and the Municipal Obligation, including the obligation to make Scheduled Installment Payments, Reserve Fund Payments and Additional Payments to the Trustee under the Financing Agreement and any amendments, supplements, extensions, renewals, modifications, or replacements thereto; The payment of the principal of, promlum, if any, and interest on the

Bonds; and

(b)

(c) The payment and performance by the Mortgagor of the covenants and provisions under this Mortgage, the Municipal Obligation and the Financing Agreement and any monies expended by Mortgagee in connection therewith,

This Mortgage is a "future advance mortgage" within the meaning of Act No. 348 of Michigan Public Acts of 1990, MCL 565.901, et seq., as amended from time to time. All future advances under the Financing Agreement shall have the same priority as if the future advance was made on the date that this Mortgage was recorded.

3. <u>Payment and Performance of Secured Obligations</u>. The Mortgagor will pay the Secured Obligations in accordance with their terms and will keep and perform all of the terms, conditions and covenants of the Secured Obligations.

Condition, Maintenance and Use of the Property. The Property is in good 4, condition and will be maintained in good condition, sufficient for the use contemplated by the Mortgagor, and free of all material defects. None of the Permitted Encumbrances materially impair or restrict the use of the Property as contemplated by the Mortgagor. The Mortgagor will not commit, now or hereafter, waste on the Property and will maintain all of the Property in good condition and working order satisfactory to the Trustee and will make all repairs and replace all fixtures necessary to maintain the utility and value of the Property and keep it in compliance with all applicable laws, regulations, and ordinances. The Mortgagor will do everything necessary to keep in force any manufacturer's and seller's warrantles with respect to the fixtures. The Mortgagor will hold all valid permits and licenses necessary to operate and maintain the Property as contemplated by the Mortgagor, and the Property will be used only for lawful purposes and in compliance with all applicable laws, regulations and ordinances. The Mortgagor will promptly repair, restore, replace or rebuild each part of the Property which may be damaged or destroyed by fire or other casualty or which may be affected by any eminent domain proceedings, notwithstanding application by the Trustee of the insurance proceeds or eminent domain award to payment of the Secured Obligations,

5. Payment of Taxes. The Mortgagor will pay and discharge all taxes, assessments, fees, licenses, ilons, and charges at any time levied upon or assessed against the Mortgagor or the Property before the same become delinquent. The Mortgagor will not do anything or permit anything to be done which would impair the lien of this Mortgage. Notwithstanding the foregoing, the Mortgagor will not be required to pay any tax, assessment, fee, license, lien, or charge so long as the Mortgagor is in good faith contosting the validity thereof by proper proceedings. If such contest is made, the Mortgagor will provide security for the payment of such tax, assessment, fee, license, lien, or charge in a manner satisfactory to the Trustee.

6. <u>Insurance</u>. The Mortgagor will carry, insurance against such risks, with such companies, and in such amounts as is required under the Financing Agreement (including but not limited to, hazard insurance and flood insurance, if the Property is located within a flood

hazard area). Each policy will be in a form in conformance with the requirements set forth in the Financing Agreement with standard mongagee clauses making all loss payable to the Trustee. The Mortgagor will promptly pay all premiums therefore, and deliver to the Trustee all such policies of insurance. All insurance policies will provide that notice of nonrenewal or cancellation must be given to the Trustee at least thirty (30) days before such nonrenewal or cancellation. Any insurance money received by the Trustee shall be paid, either in whole or in part, to the Mortgagor in accordance with the provision of the Financing Agreement, for the purpose of defraying the costs and expenses of repair, restoration or replacement of the Property damaged or destroyed, or be relained and applied toward the payment of any of the Secured Obligations, in the order as set forth in the Financing Agreement, with the excess, if any, over the Secured Obligations to be repaid to the Mottgagor, without impairing the Mortgagor's duties under this Mortgage or the Secured Obligations. In the event of loss with respect to the Property, the Mortgagor will promptly notify the Trustee thereof and the Trustee may make any proof of loss not promptly made by the Mortgagor. In the event of foreclosure or other disposition of the Property in partial or full payment of the Secured Obligations, the Trustee will be entitled to all of the Mortgagor's right, title and interest in and to all policies of insurance with respect to the Property, including, without limitation, the right to collect any uncarned premium refund relating to such policies.

7. Assignment of Awards and Tax Refunds. The Mortgagor hereby assigns to the Trustee, in their entirety, all judgments, decrees and awards for injury or damage to the Property, all awards pursuant to proceedings for condemnation thereof, and all refunds of local, state or federal income or other taxes relating to the Property or the disposition thereof by the Mortgagor (the "Claims"). Subject to the provisions of the Financing Agreement, including but not limited to the restoration provisions contained therein, the Mortgagor authorizes the Trustee, at its sole election (and as to refunds of taxes, after default), to apply the Claims, or the proceeds thereof, to the Secured Obligations in such manner as the Trusteemay elect; and the Mortgagor hereby authorizes the Trustee, at its option (and as to refunds of taxes, after default), in the name of the Mortgagor, to appear and participate in any proceeding related to the Claims and to execute and deliver valid receipts, discharges, and settlements for, and to appeal from, any award, judgment or decree with respect to the Claims.

8. <u>Trustee's Right to Perform.</u> If the Mortgagor defaults in the payment of any taxes, assessments or charges (or in providing security as provided in Section 2), in procuring or maintaining insurance in maintaining the Property, or in performing any of the other obligations of this Mortgage, then the Trustee may, at its option, but shall not be obligated to; (notwithstanding anything to the contrary contained in any of the Secured Obligations), take any action or pay any amount required to be taken or paid by the Mortgagor hereunder. The cost of such action or payment by the Trustee will be immediately paid by the Mortgagor, will be added to the Secured Obligations, will be secured hereby, and will bear interest at the highest rate specified in the Secured Obligations from the date incurred by the Trustee until fully paid. No such action taken or amount paid by the Trustee will constitute a waiver of any default of the Mortgagor hereunder.

9, <u>Removal of the Property.</u> Except for maintenance in the ordinary course of business, the Mortgagor will not, without the prior written consent of the Trustee, materially

alter, remove or demoilsh any timber, topsoil, minerals, fixture, building, or improvement forming part of the Property.

10. <u>Transfer of the Property</u>. The Trustee is relying upon the integrity of the Mortgagor and its promises to perform the covenants of this Mortgage. The Mortgagor will not sell, transfer, convey, assign, rent for a period exceeding one year, dispose of, or further encumber, voluntarily or involuntarily, its interest in any of the Property by deed, land contract, mortgage or otherwise, except as expressly permitted under the Financing Agreement. Subject to the foregoing, if the ownorship of the Property, or any part thereof, becomes vested in a person other than the Mortgagor, the Trustee may deal with such successor or successors in interest in the same manner as with the Mortgagor, without in any mariner vitiating or discharging the Mortgagor's liability hercunder or upon the Secured Obligations. The Mortgagor will at all times continue to be primarily liable on the Secured Obligations until fully discharged or until the Mortgagor is formally released in writing by the Trustee.

11. Additional Documents. At any time, upon request of the Trustee, the Mortgagor will execute and deliver or cause to be executed and delivered to the Trustee and, where appropriate, will cause to be recorded and/or filed at such time and in such offices and places designated by the Trustee, any and all such other and further mortgages, financing statements, instruments of further assurance, certificates and other documents as may be necessary or desirable to effectuate, complete, perfect, continue or preserve the obligation of the Mortgagor under this Mortgage and the lien of this Mortgage as a first lien upon all the Property (except Permitted Encumbrances), as evidenced by an opinion of counsel to the Mortgagor delivered to the Trustee. If the Mortgagor fails to comply with the foregoing sentence, the Trustee may execute, record, file, rerecord and refile any and all such mortgagors, financing statements, instruments, certificates and documents for and in the name of the Mortgagor and the Mortgagor hereby irrevocably appoints the Trustee as its agent and attorney in fact to do so.

Observance of Lease Assignment. Mortgagor, pursuant to Act No. 210 of 12. Michigan Public Acts of 1953, as amended, does hereby sell, assign, transfer and set over to Mortgagee all of its right, title and interest in and to all leases, subleases, tenancy, occupancy, rental, use, sale or license agreements (hereinafter collectively referred to as "leases"), existing as of the date hereof, or hereinafter executed, covering all or any part of the property, together with any and all extensions and renewals of any of said leases, and also together with any and all guarantees of the lossee's obligations under said leases, and any and all extensions and renewals thereof, the rents, accounts, issues, income, profits, proceeds. security deposits and any other payments now owing or which shall hereafter become owing by virtue of all of said leases, all or any part of the oll and gas located in, on or under oil and gas properties, and all or any of the rents and profits from oll and gas properties, and the income from the sales of oil and gas produced or to be produced form oil and gas properties. (in accordance with MCLA 565.81 ct scq.), and all extensions, amendments and renewals thereof, and all moneys payable thereunder, to have and to hold unto the Mortgagee as security for the mortgage indebtedness. NOTICE OF ABSOLUTE ASSIGNMENT OF RENTS: (a) Monyayor acknowledges and agrees that the assignment of rents hereunder to Mortgagee is and is intended to be an absolute present assignment of rents pursuant to

MCLA 554.231 of seq. and MCLA 565.81 at seq. and that as such, upon the occurrence of a default and without any action by Mortgagee, Mortgager shall have no further right to collect or otherwise receive such rents and that such rents will be the absolute and sole property of Mongagee pursuant to said statute, (b) any rents collected or received by Mortgagor subsequent to such default shall be held in trust by Mortgagor for the benefit of Mortgagee and Mortgagor shall have no right thereto or interest therein, and (o) such rents, as the sole and absolute property of Mortgagee, will not under any circumstances be available to Mortgagor or any trustee of Mortgagor in any bankruptcy proceeding. This assignment shall continue and remain in full force and effect during any forcelosure proceedings relating to this Mortgage and the period of redemption, if any, and until all sums secured by this Mortgage, togethor with interest thereon, shall have been paid in full. If the entire balance secured hereunder shall be bid by Mortgagee at the foreclosure sale (by cash or otherwise) or a third party at such sale, said assignment shall nonetheless continue for the benefit of the successful bidder, with any rent collected by Mortgages, purchaser at the foreclosure sale or their successors (net of operating expenses actually paid) to be applied in reduction of the redemption price. In the event of any default under the Financing Agreement or this Mortgage or other Academy Documents, Mortgagee shall have the full right and power to collect the assigned rents, income security deposits, issues, profits and proceeds by demand, suit or otherwise. All monies received by Mortgagee pursuant to said assignment shall be applicable at the option of Mortgagee in the manner hereinafter provided for the use of such funds if paid to a receiver appointed to manage the Property or in the manner hereinafter provide for the application of proceeds from sale of the Property in the event of a forcelosure. Mortgagor will not, without Mortgagee's prior written consent, make any lease of the Property except for actual occupancy by the lossee thereunder.

13. <u>Waste and Receiver</u>. The failure, refusal or neglect of the Mortgagor to pay any of the taxes assessed against the Property before any interest or penalty attaches thereto and to provide adequate security therefore will constitute waste hereunder and in accordance with the provisions of Act No. 236 of the Public Acts of Michigan for 1961. The failure, refusal or neglect of the Mortgagor to keep the Property adequately insured as herein provided, or to pay the premiums therefore, will likewise constitute waste hereunder and in accordance with the provisions of Act No. 236. Upon the happening of any act of waste and on proper application made therefor by the Trustee to a court of competent jurisdiction, the Trustee will forthwith be entitled to the appointment of a receiver of the Property and of the earnings, income, issue and profits thereof, with such powers as the court making such appointment will confer. The Mortgagor hereby irrevocably consents to such appointment and weives notice of any application therefor,

14. <u>Reimbursement of Expenses</u>. The Mortgagor will pay or reimburse the Trustee for expenses reasonably necessary or incidental to the protection of the lien and priority of this Mortgage and for expenses incurred by the Trustee in socking to enforce the provisions hereof and of the Secured Obligations (whether before or after default), including but not limited to costs of evidence of title to and survey of the Property, costs of recording this and other instruments, actual, reasonable attorney fees (including, but not limited to, fees incurred in participating or taking action in any bankruptoy or other insolvency proceeding of the Mortgagor), trustees' fees, court costs, and expenses of advertising, selling and conveying the Property. All such payments or reimbursements will be paid immediately to the Trustee, will be added to the Secured Obligations, will be secured by this Mortgage, and will bear interest at the highest rate specified in the Secured Obligations from the date incurred by the Trustee until fully paid.

inspection and Reports. At all reasonable times, the Trustee and its egents 15, may inspect the Property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed. Upon demand by the Trustee, the Montgagor will promptly deliver to the Trustee all financial reports, statements, rent rolls, and other documents relating to the Property and the Mortgagor, as will be reasonably requested by the Trustee. Mortgagor hereby authorized the Trustee to undertake or to have third parties undertake on its behalf (not more often than once in any 12-month period) environmental investigations regarding the Property and its operation including research into the previous and current ownership, use, and condition (by taking samples or borings or otherwise) of the Property for the purpose of attempting to determine whether: (i) Mortgagor or any current or past occupant of the Property has violated any federal, state or local laws involving the protection of the environment and/or the disposition of, or exposure to, hazardous or toxic substances, as now existing or as hereinafter amended or enacted, or any rules, regulations, guidelines or standards promulgated pursuant thereto; and (ii) whether any hazardous or toxic substances have been used or disposed of on the Property, Such investigations may be performed at any time before or after occurrence of an Event of Default and Mortgagor will permit the Trustee and persons acting on its behalf to have access to the Property and records concerning the Property for the purpose of conducting such investigations. The cost of all such investigations will be immediately paid by Mortgagor to the Trustee, and if not paid will be added to the Secured Obligations secured hereby and will bear interest at the highest rate specified in any of the Secured Obligations secured hereby from the date incurred by the Truston until paid.

16. <u>Byents of Default</u>. Occurrence of any one of the following events will constitute an "Byent of Default" under this Mortgage:

(a) An Event of Default under the Financing Agreement;

(b) Breach or failure of payment under any of the terms, conditions, or covenants of this Mortgage for a period of ten (10) days after such payment is due;

(c) Breach, failure of performance, or default under any of the terms, conditions or covenants of this Mortgage for a period of forty-five (45) days after written notice and opportunity to cure; or

(d) Breach, failurs of performance, or default under any of the terms, conditions or covenants under the Environmental Indemnity Agreement dated as of September 1, 2007 executed by the Mortgagor in favor of the Trustee.

17. <u>Trustee's Rights Upon Default. Upon occurrence of an Event of Default all of</u> the Secured Obligations (regardless of any contrary terms thereof) will, at the option of the Trustee, be immediately due and payable without demand or notice, and the Trustee may take any one or more of the following actions not contrary to law; (a) Foreclose this Mortgage by legal proceedings and collect its actual attorney ites as awarded by the Court;

(b) Sell, grant, and convey the Property, or cause the Property to be sold, granted and conveyed at public sale and to execute and deliver to the purchaser at such sale a good and sufficient deed or deeds of conveyance at law, pursuant to the statute in such case made and provided and out of the proceeds of such sale to retain the sums due under this Mortgage and all costs and charges of the sale (including, without limitation, the attorney fees provided by statute), rendering the surplus moneys. If any, to the Mortgagor or as otherwise provided by law, and in the event of a public sale and unless otherwise prohibited by law, the Property may be sold as one or more parcels, the Trustee may sell the Property for eash and/or secured credit, and the Trustee may give a warranty deed to the purchaser binding upon the Mortgagor and all claiming under the Mortgagor;

(c) [RESERVED];

(d) Enter upon the Property and take other actions as the Trustee deems appropriate to perform the Mortgagor's obligations under this Mortgage, to inspect, repair, protect or preserve the Property, to investigate or test for the presence of any hazardous materials, and/or to apprecise the Property, each of the rights under this subparagraph being specifically enforceable since there is not adequate monstary remedy available to the Trustee;

(e) Exercise any and all rights granted to the Trustee herein or in any of the Secured Obligations; and/or

(f) Take any other action allowed by law,

In addition to and without limitation of the foregoing, the Trustee shall not otherwise acquire possession of or take any other action with respect to the Property if as a result of any such action, the Trustee would be considered to hold title to, to be a "mortgages-inpossession of", or to be an "Owner" or "operator" of the Property within the meaning of the Comprehensive Environmental Responsibility Cleanup and Liability Act of 1980, as amended, from time to time, unless the Trustee has previously determined, based on a report prepared by a person who regularly conducts environmental audits, that:

(i) the Property is in compliance with applicable environmental laws or, if not, that it would be in the best interest of the owners of the Secured Obligations to take such actions as are necessary for the Property to comply therewith; and

(ii) there are not circumstances present at the Property relating to the use, management or disposal of any hazardous wastes for which investigation, testing, monitoring, containment, clean-up or remediation could be required under any federal, state or local law or regulation, or that if any such materials are present for which such action could be required, that it would be in the best economic interest of the owners of the Secured Obligations to take such actions with respect to the Property.

The environmental audit report contemplated hereby shall not be prepared by an employee or atfiliate of the Trustee, but shall be prepared by a person who regularly conducts environmental audits for purchasers of commercial property, as determined (and, if applicable, selected) by the Trustee, and the cost thereof shall be borne by the Mortgagor or the Bondholders.

18. <u>Application of Payments After Default</u>. Notwithstanding anything to the contrary contained in this Mortgage or in any of the Secured Obligations, upon occurrence of an Event of Default under this Mortgage, any proceeds of any foreclosure, voluntary sale, or other disposition of the Property will be applied by the Trustee to reduction of the Secured Obligations in such order as the Trustee will determine in its sole judgment and the Mortgagor will have no right to require the Trustee to apply such proceeds to any specific Secured Obligation.

19. <u>Waiver of Marshalling</u>. In the event of foreelosure of this Mortgage or the enforcement by the Trustee of any other rights and remedies under this Mortgage, the Mortgagor waives any right otherwise available in respect to marshalling of assets which secure the Secured Obligations or to require the Trustee to pursue its remedies against any other assets or any other party which may be liable for any of the Secured Obligations.

20. <u>Subrogation</u>. Any transferee of endorser, guarantor or surety or other party providing security who pays the Secured Obligations secured hereby in full may take over all or any part of the Property and will succeed to all rights of the Trustee in respect thereto and the Trustee will be under no further responsibility therefor. No party will succeed to any of the rights of the Trustee so long as any of the Secured Obligations remain unpaid to the Trustee.

21. <u>Release of Security.</u> The Mortgagor agrees that the Trustee may, without impairing the obligation of the Mortgagor hereunder: release any other obligors or guarantors from their obligations to pay or perform the Secured Obligations; release any security of any obligor or guarantor of the Secured Obligations before or after maturity of any of the Secured Obligations; take, release or enforce its rights with respect to any of the Property without being obliged first to do so to any other security, whether owned by the Mortgagor or any other person; and agree with any obligor of the Secured Obligations to extend, modify, forbear or make any accommodations with regard to the terms of the Secured Obligations owed by such obligor.

22. WAIVER OF RIGHTS REGARDING SALE BY ADVERTISEMENT. The Mortgagor understands, acknowledges, and agrees that, upon occurrence of an Event of Default, the Trustee has the right, at its option, to foreclose this Mortgage by advertisement pursuant to relevant Michigan statutes and that such statutes provide for notice of a sale solely by advertisement and posting and afford no right to a hearing to the Mortgagor. The Mortgagor hereby voluntarily and knowingly agrees and consents to the right of the Trustee, at its option, to foreclose this Mortgage by advertisement and waives its rights, if any, under the Constitution of the United States and/or the State of Michigan to notice or a hearing rogarding such foreclosure by advertisement, except for the notice requirements described in the Michigan statutes providing for such sale. Mortgagor hereby acknowledges that this Mortgage contains a POWER OF SALE and that in the event Mortgagec elects to foreclose by advortisement pursuant to the POWER OF SALE, in accordance with MCLA 600,3201 et seq., MORTGAGOR EXPRESSLY WAIVES NOTICE THEREOF (EXCEPT ANY NOTICE REQUIRED UNDER THE AFORESAID STATUTE), A HEARING PRIOR TO SALE AND ANY RIGHT, CONSTITUTIONAL OR OTHERWISE, THAT MORTGAGOR MIGHT OTHERWISE HAVE TO REQUIRE A JUDICIAL FORECLOSURE.

23. <u>No Consent.</u> Nothing in this Mortgage will be deemed or construed in any way as constituting the consent or request by the Trustee, express or implied, to any contractor, subcontractor, laborer, mechanic or materialman for the performance of any labor or the furnishing of any material for any improvement, construction, alteration or repair of the Property. The Mortgagor further agrees that the Trustee does not stand in any fiduciary relationship to the Mortgagor.

Indemnity, Mortgagor agrees, to the extent permitted by law, in addition to 24. payments of the Secured Obligations, to indemnify, defend, pay and hold harmless the Trustee and any holder of any of the Secured Obligations, and the officers, directors, employees, agents and affiliates of the Trustee and such holders (collectively called the "Indemnitees") from and against any and all other Habilities, obligations, losses, damages, exemplary damages, penalties, actions, judgments, suits, claims, costs (including, without limitation, settlement costs), expenses or disbursements of any kind or nature whatsoever (including, without limitation, the reasonable fees and disbussements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitee will be designated a party thereto), which may be imposed on, incorred by, or asserted against that Indomnitee, in any manner relating to or arising out of this Mortgage and/or its enforcement, the Secured Obligations, the Trustee's relationship with Mortgagor, the use or intended use of the proceeds of any of the Secured Obligations or any environmental matter (the "Indemnified Claims"); provided that Mortgagor will have no obligation to an Indemnitee hereunder with respect to indemnified Claims if it has been determined by a final decision (after all appeals and the expiration of time to appeal) by a court of competent jurisdiction that such Indemnified Claims arose primarily from the gross negligence or willful misconduct of that Indemnitee. To the extent that the undertaking to indemnify, defend, pay and hold harmless set forth in the preceding sentence may be unenforceable because it is violative of any law or public policy, Mortgagor will contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all Indemnified Claims incurred by the indemnitees or any of them.

The foregoing indemnity set forth in this Section 24 will include, without limitation:

(a) indemnification by Mortgagor to each indemnitee for any and all expenses and costs (including, without limitation, remedial, removal, response, abatement, clean-up, investigative, closure and monitoring costs), losses, claims (including claims for contribution or indemnity and including the costs of investigating or detending any claim and whether or not such claim is ultimately defeated, and whether such claim arose before, during

or after Mortgagor's ownership, operation, possession or control of the Property, or before, on or after the date hereof, and including also any amounts paid incidental to any compromise or sottlement by the Indemnitees or any Indemnitee to the holders of any such claim), lawsuits, liabilities, obligations, actions, judgments, sults, disbursements, encumbrances, liens, damages (including, without limitation, damages for contamination or destruction of natural resources), penalties and fines of any kind or nature whatsoever (including, without limitation, in all cases the reasonable fees and disbursements of counsel in connection therewith) incurred, suffered or sustained by that Indemnitee based upon, arising under or relating to any federal, state or local laws involving the protection of the environment and/or the disposition of, or exposure to, hazardous or toxic substances, as now existing or as hereinafter amended or enacted, or any rules, regulations, guidelines or standards promulgated pursuant thereto, based on, arising out of or relating to, in whole or in part, the exercise and/or enforcement of any rights or remedies by any Indemnitee under this Mortgage or any of the Secured Obligations, and including, but not limited to, taking title to, owning, possessing, operating, controlling, managing or taking any action in respect of the Property. The provisions of this indemnity section of this Mortgage will survive payment of the Secured Obligations, termination of this Mortgage and the resignation or removal of the Trustee; and

(b) indemnification by Mortgagor to any and all like claims; which arise from the acts or omissions of any tenant, lessee, agent or invitee of Mortgagor.

The obligations under this Section shall not be affected by any investigation by or on behalf of any Indemnitee, or by any information which any Indemnitee may have or obtain with respect thereto.

Mortgagor's indemnification shall include the duty to defend any and all claims, and Indemnitees may participate in the defense of any claim without relieving Mortgagor or any obligation hereunder. This duty to defend shall apply and constitute an obligation of Mortgagor regardless of any challenge by Mortgagor to this provision, the indemnification contained herein, or any other provision of this Mortgage. This duty to defend shall apply regardless of the validity of Mortgagor's indemnification, as may ultimately be determined by court of compotent jurisdiction.

25. <u>Reinstatement of Mortgage</u>. If any payment to the Trustee on any of the Secured Obligations is wholly or partially invalidated, set aside, declared fraudulent, or required to be repaid to the Mortgagor or anyone representing the Mortgagor or the Mortgagor's creditors under any Bankruptcy or insolvency act or code, under any state or federal law, or any common law or equitable principles, then this Mortgage will remain in full force and effect or be reinstated, as the case may be, until payment in full to the Trustee of the repaid amounts, and of the Secured Obligations. If this Mortgage must be reinstated, the Mortgagor agrees to execute and deliver to the Trustee new mortgages, if necessary, in form and substance acceptable to the Trustee, covering the Property.

26. <u>Miscellaneous</u>. All persons signing this Mortgage on behalf of a corporation, partnership, trust or other entity warranty to the Trustee that they are duly and property authorized to execute this Mortgage. Nothing in this Mortgage will waive or restrict any

right of the Trustee granted in any other document or by law. No delay on the part of the Trustee in the exercise of any right or romedy will operate as a waiver. No single or partial exercise by the Trustee of any right or remedy will preclude any other future exercise of that right or remedy or the exercise of any other right or remedy. No waiver or indulgence by the Trustee of any default will be effective unless in writing and signed by the Trustee, nor will a waiver on one occasion be construed as a bar to or waiver of that right on any future occasion. Acceptance of partial or late payments owing on any of the Secured Obligations at any time will not be deemed a waiver of any default. All rights, remedies and security granted to the Trustee herein are cumulative and in addition to other rights, remedies or security which may be granted elsowhere or by law. Any inspection, audit, appraisal or examination of the Property by or on behalf of the Trustee will be solely for its benefit and will not create any duty or obligation to the Mortgagor or any other person. Whenever possible, each provision of this Mortgage will be interpreted in such manner as to be effective and valid under applicable law. If any provision hereof will be declared invalid or illegal it will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of the provision or the remaining provisions of this Mortgage. Notice form the Trustee to the Mortgagor, if malled, will be deemed given when mailed to the Mortgagor, postage prepaid, at the Mortgagor's address set forth at the beginning of this Mortgage or at any other address of the Mortgagor in the records of the Trustee. Any reference to the Trustee will include any holder of the Secured Obligations and any holder will succeed to the Trustee's rights under this Mortgage. This Mortgage will bind the respective successors and assigns of the Mortgagor. If any payment applied by the Trustee to the Secured Obligations is subsequently set aside, recovered, rescinded or otherwise required to be returned or disgorged by the Trustee for any reason (pursuant to bankruptey proceedings, fraudulent conveyance statutes, or otherwise), the Secured Obligations to which the payment was applied will for the purposes of this Mortgage be deemed to have continued in existence, notwithstanding the application, and will be secured by this Mortgage as fully as if the Trustee had not received and applied the payment,

27. <u>Joint and Several Obligations</u>. If two or more persons execute this Mortgage as the Mortgagor, the obligations and grants of liens of such persons herein will be joint, several, and individual.

28. Future Advance Notice Language. Notice is hereby given that the indebtedness secured hereby may increase as a result of any defaults hereunder by Mortgagor due to, for example, and without limitation, unpaid interest or late charges, unpaid taxes or insurance premiums which Mortgagee elects to advance, defaults under leases that Mortgagee elects to oure, attorney fees or costs incurred in enforcing the Financing Agreement or other expenses incurred by Mortgagee in protecting the Property, the security of this Mortgage or Mortgagee's rights and interests.

29. <u>Environmental Matters.</u> The representations, warranties, covenants, indemnification and agreements made by the Mortgagor to the Mortgages in the Environmental Indemnity Agreement delivered by the Mortgagor to the Mortgages in connection with the Property are incorporated herein by reference. The Mortgagor agrees that any default under the terms of the Environmental Indemnity Agreement will constitute a default under this Mortgage.

on the Land and constitutes a "construction mortgage", within the meaning of MCL 440,9334(h).

31. Recordable Bvents. The provisions set forth in this Mortgage are not intended to evidence an additional recordable event, as may be proscribed by Act 459 of the Public Acts of Michigan of 1996, but rather are included in this Mortgage for purposes of complying with applicable law,

Defined Terms. Terms used but not defined herein shall have the meanings 32, ascribed thereto in the Financing Agreement.

IN WITNESS WHEREOF, each of the undersigned has caused this Morigage to be duly executed as of the day and year first above written. 1

BRADFORD ACADEMY

By: ddie Schrt

Board Insasurer JU:

THE BANK OF NEW YORK TRUST COMPANY, N.A.

BQ

Allen L. Golson Its: Vice President

# STATE OF MICHIGAN

)SS

COUNTY OF OAKLAND

The foregoing instrument was acknowledged before no on this  $\frac{26}{2}$  day of September, 2007, by Freddie Scott, the Board Treasurer of Bradford Academy, a Michigan public school academy, on behalf of said academy.

My commission expires: \_\_\_\_7-S-08

SUSAN F, SNYDER Notary Public, Oakland County, M

Notary Publia, Oakland County, M Aalaa in <u>Categoral</u> County, Michican My Commission Explorer on 07-05-2008

## STATE OF MICHIGAN ) )SS COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me on this  $26^{\frac{1}{12}}$  day of September, 2007, by Alten L. Golson, Vice President of The Bank of New York Trust Company, N.A., a national banking association, on behalf of said banking association.

Notary Publio Oanes County,

My commission expires: 7-5-08 SUSAN F. SNYDER Notary Public, Oakland County, M Aosing in Care Read County, Mendar. My Commission Expires on 07-05-2008

This instrument drafted by and when recorded return to:

Rhonda D. Weiburn, Bsq. Dickinson Wright PLLC 38525 Woodward Avenue, Suite 2000 Bloomfield Hills, Michigan 48304

## EXHIBIT A

## Legal Description of Land

Land in the City of Southfield, County of Oakland, State of Michigan, described as follows:

### PARCEL 1:

A parcel of land in the Northeast 1/4 of the Southeast 1/4 of Section 29, Town 1 North, Range 10 East, City of Southfield, described as: Beginning at a point distant North 02 degrees 26 minutes 10 seconds East 1991 feet and North 87 degrees 43 minutes 25 seconds West 1073.61 feet from the Southeast corner; thence North 87 degrees 43 minutes 25 seconds West 142.0 feet; thence North 01 degrees 51 minutes 31 seconds East 616.08 feet; thence South 87 degrees 49 minutes 10 seconds East 142.0 feet; thence South 01 degrees 51 minutes 31 seconds West 616.32 feet to the point of beginning.

## PARCEL 2:

Part of the Northeast 1/4 of the Southeast 1/4 of Section 29, Town 1 North, Range 10 East, City of Southfield, described as: Beginning at a point distant North 02 degrees 25 minutes 10 seconds East 1991 feet and North 87 degrees 43 minutes 25 seconds West 931.61 feet from Southeast section corner; thence North 87 degrees 43 minutes 25 seconds West 142 feet; thence North 01 degrees 51 minutes 31 seconds Bast 616.32 feet; thence South 87 degrees 49 minutes 10 seconds East 142 feet; thence South 01 degrees 51 minutes 31 seconds West 616.56 feet to the beginning.

## PARCEL 3:

Part of the Northeast 1/4 of the Southeast 1/4 of Section 29, Town 1 North, Range 10 East, City of Southfield, described as follows: Beginning at a point distant North 02 degrees 26 minutes 10 seconds East 1991 feet and North 87 degrees 43 minutes 25 seconds West 789.61 feet from the Southeast corner of said Section 29; thence North 87 degrees 43 minutes 25 seconds West 142.0 feet; thence North 01 degrees 51 minutes 31 seconds East 516.56 feet; thence South 87 degrees 49 minutes 10 seconds East 142.0 feet; thence South 01 degrees 51 minutes 31 seconds West 616.79 feet to the point of beginning.

#### PARCEL 4:

Part of the Northeast 1/4 of the Southeast 1/4 of Section 29, Town 1 North, Range 10 Bast, City of Southfield, described as: Beginning at a point distant North 02 degrees 26 minutes 10 seconds East, 1991 feet and North 87 degrees 43 minutes 25 seconds West, 647,61 feet from the Southeast section corner; thence North 87 degrees 43 minutes 25 seconds West 142 feet; thence North 01 degrees 51 minutes 30 seconds East, 516.79 feet; thence South 87 degrees 49 minutes 10 seconds East, 142 feet; thence South 01 degrees 51 minutes 30 seconds West, 617.03 feet to the point of beginning.

## PARCEL 5:

Part of the Northeast 1/4 of the Southeast 1/4 of Section 29, Town 1 North, Range 10 East, City of Southfield, described as: Beginning at a point distant North 02 degrees 26 minutes 10 seconds East 1991 feet and North 87 degrees 43 minutes 25 seconds West 1215,61 feet from Southeast section corner; thence North 87 degrees 43 minutes 25 seconds West 72 feet; thence North 01 degrees 51 minutes 30 seconds East 300 feet; thence North 87 degrees 43 minutes 25 seconds West 70 feet; thence North 01 degrees 51 minutes 30 seconds East 315,84 feet; thence South 87 degrees 43 minutes 25 seconds East 142 feet; thence South 01 degrees 51 minutes 30 seconds West 616.08 feet to the beginning,

### ALSO DESCRIBED AS A NEW COMBINED PARCEL:

Part of the Northeast 1/4 of the Southeast 1/4 of Section 29, Town 1 North, Range 10 East, City of Southfield, described as: Beginning at a point distant North 02 degrees 26 minutes 10 seconds East 1991 feet, and North 87 degrees 43 minutes 25 seconds West 647.61 feet from Southeast section corner; thence North 87 degrees 43 minutes 25 seconds West, 640.00 feet; thence North 01 degrees 51 minutes 30 seconds East, 300.00 feet; thence North 87 degrees 43 minutes 25 seconds West, 70.00 feet; thence North 01 degrees 51 minutes 30 seconds East, 315.84 feet; thence South 87 degrees 49 minutes 10 seconds East, 710.00 feet; thence South 01 degrees 51 minutes 30 seconds West, 617.03 feet to the beginning.

Tax Parcel No. 76-24-29-426-034

Commonly known as 24218 Garner Street, Southfield, MI 48033

# EXHIBIT B

# Permitted Encumbrances

Environmental Access easement, and the terms, conditions, and provisions which are 1. recited therein as recorded in Liber 37590, Page 546.

2, Underground Easement (Right of Way) to The Detroit Edison Company recorded in Liber 37895, Page 508.

3 Survey prepared by Holland Engineering, Job No. 06-01-022, dated September 26, 2006 shows;

Fonce 2 feet 8 inches and 0.2 feet West of Northeast corner as to Parcel 4. Encroachment approximately 5 feet into Garner Street. a,

ь.

Public sidewalk encroaches up to 8 feet onto subject property, ç,

BLOOMPIELD 90542-5 835347v6

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### FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE dated as of June 1, 2009 (this "First Amendment"), is by and between BRADFORD ACADEMY, a Michigan public school neademy baving an address of 24218 Garner Street, Southfield, Michigan 48033 (the "Mortgagor"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., (formerly known as The Bank of New York Trust Company, N.A.) a national banking association, having an address of 719 Griswold, Suite 930, Derwit, Michigan 48226 (the "Mortgages" or the "Trustee"),

### WITNESSETH;

WHEREAS, the Mongagor executed and delivered to the Mongagos a Future Advance Mongago, dated as of September 1, 2007, and recorded on October 5, 2007 in the records of the Oakland County Register of Deeds, at Liber 39638, Fage 440, (hereinafter the "Mongage") covering the real property located in the City of Southfield, County of Oakland, State of Michigan described on Exhibit A attached thereto and the improvements thereon (collectively, the "Phase I Property") to scoure the indebtedness, obligations and liabilities of the Mongagor to the Michigan Public Educational Facilities Authority (the "Authority") under a Financing Agreement, dated as of September 1, 2007 (the "2007 Financing Agreement") between the Mongagor and the Authority which was entered into for the purpose of refinancing the purchase of the Phase I Property with the proceeds of certain Limited Obligation Revenue Refunding Bonds (Bradford Academy Project), Series 2007 (the "Prior Bonds") issued by the Authority in the aggregate principal amount of \$17,300,000 pursuant to the terms of a Trust Indenture dated as of September 1, 2007 (the "Trust Indenture") between the Authority and the Mongagee, as trustee thereunder; and

WHEREAS, the Mortgagor and the Authority have entered into a 2009 Financing Agreement dated as of June 1, 2009 (the "2009 Financing Agreement"; together with the 2007 Financing Agreement, the "Financing Agreement") and the Mortgagor has issued a municipal obligation in favor of the Authority in the amount of \$10,720,000 (the "2009 Municipal Obligation") for the purpose of acquiring, constructing, installing, furnishing and equipping certain educational facilities located on land described on Schedule I attached hereto (the "Phase II Property") adjacent to the Phase I Property with the proceeds of certain Limited Obligation Revenue Bonds (Bradford Academy Project), Series 2009 issued by the Authority in the aggregate principal amount of \$10,720,000 (the "2009 Bonde"; together with the Prior Bonds, the "Bonds") pursuant to the terms of a 2009 Supplemental Trust Indenture dated as of

June 1, 2009 (the "Supplemental Indenture" and together with the Trust Indenture, the "Indenture") between the Authority and the Morigages, as trustes thereunder; end

WHEREAS, the Mortgagor desires hereby to confirm the continuing effectiveness of the Mortgage and to secure all the Mortgagor's indebtedness, obligations and liabilities under the 2009 Financing Agreement and the 2009 Municipal Obligation and to secure the repayment of the 2009 Bonds, and the parties further desire to amend the Mortgage to add the Phase II Property as additional security for the Bonds and to expressly refer to the 2009 Financing Agreement and the 2009 Municipal Obligation; and

WHEREAS, the Mortgagor acknowledges that it is entering into this First Amendment as a condition to the Authority's obligations under the 2009 Financing Agreement and the 2009 Municipal Obligation and the Indenture and the Mortgagee's obligations under the Indenture and it is in its best interest and to its financial benefit to execute this First Amendment;

NOW, THEREFORE, for valuable consideration and in consideration of the premises and of the mutual agreements of the Mortgagor and the Mortgages, the parties agree as follows:

### SECTION 1. Mortgage Amendment.

The Morigage is amended as follows:

1.1 Paragraph 32 is hereby amended in its entirety to read as follows:

32. <u>Defined Terms</u>. Terms used but not defined herein shall have the meanings ascribed thereto in Finanoing Agreement. The following defined terms shall have the following meanings.

(a) "Bonds" shall mean collectively, the Bonds and the 2009 Bonds.

(b) "Financing Agreement" shall mean the 2007 Financing Agreement and the 2009 Financing Agreement.

(c) "Indenture" shall mean the Indenture as supplemented by the 2009 Supplemental Indenture.

(d) "Mortgage" shall mean the Mortgage as amended by this First Amendment to Mortgage.

(c) "Municipal Obligations" shall mean the Municipal Obligation and the 2009 Municipal Obligation.

(f) "2007 Financing Agreement" shall mean the financing agreement dated as of September 1, 2007, between the Authority and the Montgagor. (g) <sup>5</sup>2009 Bonds<sup>8</sup> shall mean the Authority's Limited Obligation Revenue Bonds (Bradford Academy Project) Series 2009,

(g) "2009 Financing Agreement" shall mean the 2009 Financing Agreement dated as of June 1, 2009, between the Authority and the Mortgagor.

(h) "2009 Municipal Obligation" shall mean the municipal obligation Issued by the Mortgagor in favor of the Authority in the amount of \$10,720,000,

 "2009 Supplemental Indenture" shall mean the 2009 Supplemental Trust Indenture dated as of June 1, 2009 between the Authority and the Mortgagee.

1.2 The Mortgage is hereby amended to add the Phase II Property and the improvements thereon to the Property by substituting Exhibit A for Exhibit A attached to the Mortgage. All references to Exhibit A in the Mortgage shall be to Exhibit A stached hereto.

1.3 The Mortgage is further amended by substituting Exhibit B attached hereto for Exhibit B attached to the Mortgage. All references in the Mortgage to Exhibit B shall be to Exhibit B attached hereto.

1.4 The numbered paragraph 2 on page 3 of the Mortgage that defines the Secured Obligations is amended and restated to read in full as follows:

2. <u>Secured Obligations</u>. This Mortgage secures the following (collectively referred to in this Mortgage as the "Secured Obligations");

A. The payment of the principal sum of Seventeen Million Three Hundred Thousand Dollars (\$17,300,000), together with interest thereon, whether presently outstanding or advanced in the future, under or an account of the 2007 Financing Agreement, including the obligation of the Academy to make Scheduled Installment Payments, Reserve Fund Payments and Additional Payments to the Trustee under and as defined the 2007 Financing Agreement and any extensions, renewals, modifications, or replacements thereof

B. The payment of the principal sum of Ten Million Seven Hundred Twenty Thousand Dollars (\$10,720,000), together with interest thereon, whether presently outstanding or advanced in the future, under or on account of the 2009 Financing Agreement and the 2009 Municipal Obligation, including the obligation of the Academy to make Scheduled Installment Payments, Reserve Fund Payments and Additional Payments to the Trustee under and as defined in the 2009 Financing Agreement and any extensions, renewals, modifications, or replacements thereoij

C. The payment of the principal of, premium, if any, and interest on the Bonds; and

D. The payment and performance by the Mortgagor of the covenants and provisions under this Mortgage, the Financing Agreement, the Municipal Obligations and other documents delivered and to be delivered by Mortgagor in connection with the issuance of the Bonds and any monies expended by Mortgagee in connection therewith.

This Morigage is a "future advance mortgage" within the meaning of Act No. 348 of Michigan Public Acts of 1990, MCL 565.901, et seq., as amended from time to time. All future advances under the Pinancing Agreement shall have the same priority as if the future advance was made on the date that this Mortgage was recorded.

### SECTION 2. Governing Law: Binding Effect.

2.1 This First Amendment shall be governed by and construed according to the laws of the State of Michigan, shall be binding upon Mortgagor, its successors and assigns and any subsequent owners of the Property, and shall be binding upon and inure to the benefit of Mortgagee and its successors and assigns.

### SECTION 3. Countemarts.

3.1 This First Amendment may be executed in any number of counterparts, and any of the parties hereto may execute this First Amendment by executing any such counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this First Amendment to be duly executed as of the day and year first above written.

WITNESSES:

BRADFORD ACADEMY ner ₿y: Joanna B. Jopk Jis: Treasurer

THE BANK-OF NEW YORK MELLON TRUST COMPANY N-A By Allen L. Golson Its: Vice President

STATE OF MICHIGAN ) SS COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me on this  $\underline{S}^{\underline{H}}$  day of June, 2009, by Joanna B. Jones, the Treasurer of Bradford Academy, a Michigan public school academy, on behalf of said academy.

SUICH F. Snyclei Notary Public, Caldond County, Mi Asing In <u>Coldinal</u>, County, Monicon My Commission Biplish on 07-09-2018

Notary Public

My commission expires: <u><u>7-5-3015</u></u>

### STATE OF MICHIGAN ) )SS COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me on this  $\underline{3^{+}}$  day of June, 2009, by Allen L. Golson, a Vice Fresident of The Bank of New York Mellon Trast Company N.A., a national banking association, on behalf of said banking association.

Subon F, Snydør Notary Public, Ockland County, Mi Acted in <u>PA KI and Soundy</u>, Nickson My Commission Expires on 97-05-2018

This instrument drafted by and when recorded roturn to:

Rhonda D. Weiburn, Baq. Dickinson Wright PLLC 38525 Woodward Avenue, Suite 2000 Bioomfield Hills, Michigan 48304

Notary Public

My commission expires: 7-5-2015

## EXHIBIT A

## Legal Description of Land

## COMBINED PHASE I AND PHASE II PROPERTY

Land in the City of Southfield, County of Oakland, State of Michigan, described as follows:

A parcel of Land being a part of the Southeast 1/4 of Section 29, Town 1 North, Range 10 East, City of Southfield, Oakland County, Michigan, more particularly described as: Begiuning at a point distant North 02 degrees 26 minutes 10 seconds Bast 1996.53 feet and North 87 degrees 43 minutes 25 seconds West 647.61 feet from the Southeast corner of said Section 29; thence North 87 degrees 43 minutes 25 seconds West 978.11 feet; thence North 03 degrees 43 minutes 05 seconds East 615.67 feet; thence South 87 degrees 49 minutes 10 seconds Bast 958.12 feet; thence South 01 degrees 51 minutes 30 seconds West 617.09 feet to the point of beginning.

Sidwell No. 76-24-29-426-034 24218 Gamer

Sidwell No. 76-24-29-426-017 Vecant Land

Sidwell No. 76-24-29-426-018 24402 Garner

Sidwell No. 75-24-29-426-019 24372 Oarnor

Sidwell No. 76-24-29-426-032 24312 Garner

### EXHIBIT B

### Permitted Encumbranges

### Phase I Property

1. Environmental Access easement, and the terms, conditions, and provisions which are resided therein as recorded in Liber 37590, Page 546.

2. Underground Essement (Right of Way) to The Detroit Edison Company recorded in Liber 37895, Page 508.

3 Survey prepared by Holland Engineering, Job No. 06-01-022, dated September 26, 2006 shows:

a. Fence 2 feet 8 inches and 0.2 feet West of Northeast corner as to Parcel 4.

- b. Encroachment approximately 5 feet into Garner Street,
- o. Public sidewalk encroaches up to 8 feet onto subject property.

4. Unrecorded Water Line Easement granted to the City of Southfield.

5. Claim of Lien by Mar-Que General Contractors, Inc. in the amount of \$230,181.00 as recorded December 12, 2008 in Liber 40777, Page 302,

## Phase II Property

1. Covenants, conditions and restrictions and other provisions, but omitting restrictions, if any, based on race, color, religion, sex, handleap, familial status or national origin as contained in instrument recorded in Liber 1704, Page 191.

2. Detroit Edison Underground Basement (Right of Way) No. 28427733 dated Septembor 2, 2008 and recorded December 10, 2008 in Liber 4763, Page 67

3. Unrecorded Water Line Basement granted to the City of Southfield,

5. Survey prepared by Holland Englueering, Job No. 09-03-014, dated 3/27/09 (Phase II Property) shows:

a. 1,0 foot encroschment of a shed onto the west property line

b. north end of chain link fence encreaches 1.3' east of west property line.

### SCHEDULB I

#### Logal Description of Land

Land located in the City of Southfield, County of Oakland, State of Michigan, described as follows:

#### PARCEL I:

A contain parcel of Land in Town 1 North, Range 10 Bast, Section 29, described as part of the Southeast 1/4 beginning at a point distant North 02 degrees 26 minutes 10 seconds Bast 1991.00 feet, North 87 degrees 43 minutes 25 seconds West 1357.61 feet and North 01 degrees 51 minutes 31 seconds East 450.00 feet from the Southeast section corner of Section 29, Town 1 North, Range 10 East; thence North 87 degrees 49 minutes 24 seconds West 253.30 feet; thence North 03 degrees 43 minutes 05 seconds East 165.85 feet; thence South 87 degrees 49 minutes 10 seconds West 165.84 feet to the point of beginning.

### Sidwoll No. 76-24-29-426-017 Vocant Land

PARCEL 2:

A parcel of Land being a part of the Southcast 1/4 of Section 29, Town 1 North, Range 10 East, Southfield Township, (now City of Southfield), Oakland County, Michigan, more particularly described as: Beginning at a point distant North 02 degrees 26 minutes 10 seconds East 1991.00 feet; thence North 87 degrees 43 minutes 25 seconds West 1479.61 fast from the Southeast corner of Said Section 29; thence North 87 degrees 43 minutes 25 seconds West 145.91 feet to a point; thence North 03 degrees 43 minutes 05 seconds East 449.74 feet to a point; thence South 87 degrees 49 minutes 24 seconds East 131.30 feet to a point; thence South 01 degrees 51 minutes 31 seconds West 449.89 feet to the point of beginning.

Sidwell No. 76-24-29-426-018 24402 Gamer

#### PARCEL 3:

Part of the Northwest 1/4 of the Southeast 1/4 of Section 29, Town 1 North, Range 10 East, beginning at a point distant North 02 degrees 26 minutes 10 seconds East 1991 feet, and North 87 degrees 43 minutes 25 seconds West 1357,61 feet from the Southeast corner of Section 29, Town 1 North, Range 10 East; thence North 87 degrees 43 minutes 25 seconds West 122 feet; thence North 01 degrees 51 minutes 31 seconds East 449.89 feet; thence South 87 degrees 49 minutes 24 seconds East 122 feet; thence South 01 degrees 51 minutes 31 seconds East 449.89 feet; thence 31 seconds West 450 feet to the point of beginning.

### Sidwell No. 76-24-29-426-019 24372 Gamer

### PARCEL 4:

Part of the Southeast Quarter Section 29, beginning at a point distant North 02 degrees 26 minutes 10 seconds East 1315 feet and North 87 degrees 43 minutes 25 seconds West 1280.79 feet and North 01 degrees 51 minutes 31 seconds Hast 676 feet from Southeast section corner; thence North 87 degrees 43 minutes 25 seconds West 70 feet; thence North 01 degrees 51 minutes 31 seconds West 70 feet; thence North 01 degrees 51 minutes 31 seconds West 30 feet; thence South 87 degrees 43 minutes 25 seconds East 70 feet; thence South 87 degrees 43 minutes 25 seconds East 70 feet; thence South 87 degrees 51 minutes 31 seconds West 300 feet;

### Sidwell No. 76-24-29-426-032 24312 Gamer

## THE FOREGOING FOUR PARCELS ALSO DESCRIBED AS:

A percel of land being a part of the Southeast 1/4 of Scotton 29, Town 1 North, Range 10 Rast, City of Southfield, Oakland County, Michigan, and being more particularly described as follows:

Beginning at a point distant North 02 degrees 26 minutes 10 seconds East 1996,53 feet and North 87 degrees 43 minutes 25 seconds West 1287.61 first from the Southeast corner of Said Section 29; thence North 87 degrees 43 minutes 25 seconds West 338.11 feet; thence North 03 degrees 43 minutes 05 seconds East 615.67 feet; thence South 87 degrees 49 minutes 10 seconds East 248.14 feet; thence South 01 degrees 51 minutes 31 seconds West 315.90 feet; thence South 87 degrees 43 minutes 25 seconds East 70.00 feet; thence South 01 degrees 51 minutes 31 seconds West 300.00 feet to the point of beginning.

4.13 acres

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# **CONTRACT SCHEDULE 7**

# **<u>REQUIRED INFORMATION FOR</u>** <u>**PUBLIC SCHOOL ACADEMY**</u>

# SCHEDULE 7

# REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

<u>Required Information for Public School Academy</u>. 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. <u>Governance Structure</u>. 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. <u>Age or Grade Range of Pupils</u>. The age or grade range of pupils to be enrolled by the Academy are set forth in Section h of this Schedule.

# SECTION A

# **GOVERNANCE STRUCTURE**

# GOVERNANCE STRUCTURE

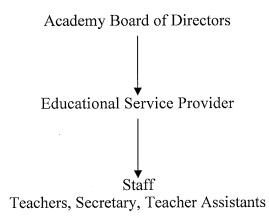
The College Board shall appoint the Board of Directors of the Academy ("Academy Board"). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the 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 six (6) 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:

Name	Position	Term Expiration
Leslie Motley	Trustee	June 30, 2018
N'Jeri Laird	Treasurer	June 30, 2019
Sibyl Wilson	President	June 30, 2019
Hriday Prasad	Vice President	June 30, 2018
Enid L. Kleiner	Secretary	June 30, 2017
Mark Baughman	Trustee	June 30, 2018

# **SECTION B**

# **EDUCATIONAL GOALS**

Pursuant to Applicable Law and Terms and Conditions of this Contract, including Article VI, Section 6.2, the Academy shall achieve or demonstrate measurable progress for all groups of pupils toward the achievement of the educational goal identified in this schedule. Upon request, the Academy shall provide Bay Mills Community College Charter Schools Office (BMCSO) with a written report, along with supporting data, assessing the Academy's progress toward achieving this goal. In addition, Bay Mills Community College Board of Regents Public School Academy Authorizing Body expects the Academy will meet the State of Michigan's accreditation standards pursuant to state and federal law.

# **Educational Goal to be Achieved:**

Prepare students academically for success in college, work, and life.

To determine whether the Academy is achieving or demonstrating measurable progress toward the achievement of this goal, BMCSO will annually assess the Academy's performance using the following measures:

# Measure 1: Student Achievement

The academic achievement of all students grades 2-11 will be assessed using the following metrics and achievement targets.

GRADES	METRICS	ACHIEVEMENT TARGETS
Grades 2-8 (fall and spring NWEA testing)	The average grade-level scores in reading and math as measured by the Measure of Academic Progress (MAP) by NWEA	Students enrolled for three* or more years will on average achieve scores equal to or greater than the grade-level reading and math college readiness achievement targets identified in this schedule
Grades 9-11 (fall and spring testing for grades 9 and 10 using PSAT and PSAT/NMSQT and spring SAT testing for grade 11) -or -	The average grade-level scores in reading and math as measured PSAT, PSAT/NMSQT, and SAT	Students enrolled for three* or more consecutive years will on average achieve scores equal to or greater than the grade-level reading and math college readiness achievement targets identified by SAT
NWEA testing may be used in lieu of PSAT/NMSQT in Grades 9 and 10	The average grade-level scores in reading and math as measured by NWEA	Students enrolled for three* or more years will on average achieve scores equal to or greater than the grade-level reading and math NWEA college readiness achievement targets identified in this schedule

\*If the cohort of students enrolled for three or more years is not sufficient in size to conduct a valid analysis, the cohort of students enrolled for two or more years will be used.

Pursuant to Applicable Law and Terms and Conditions of this Contract, including Article VI, Section 6.2, the Academy shall achieve or demonstrate measurable progress for all groups of pupils toward the achievement of the educational goal identified in this schedule. Upon request, the Academy shall provide Bay Mills Community College Charter Schools Office (BMCSO) with a written report, along with supporting data, assessing the Academy's progress toward achieving this goal. In addition, Bay Mills Community College Board of Regents Public School Academy Authorizing Body expects the Academy will meet the State of Michigan's accreditation standards pursuant to state and federal law.

# **Educational Goal to be Achieved:**

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GRADES	METRICS	ACHIEVEMENT TARGETS
Grades 2-8 (fall and spring NWEA testing)	The average grade-level scores in reading and math as measured by the Measure of Academic Progress (MAP) by NWEA	Students enrolled for three* or more years will on average achieve scores equal to or greater than the grade-level reading and math college readiness achievement targets
Grades 9-11 (fall and spring testing for grades 9 and 10 using PSAT and PSAT/NMSQT and spring SAT testing for grade 11) -or -	The average grade-level scores in reading and math as measured PSAT, PSAT/NMSQT, and SAT	identified in this schedule Students enrolled for three* or more consecutive years will on average achieve scores equal to or greater than the grade-level reading and math college readiness achievement targets identified by SAT
NWEA testing may be used in lieu of PSAT/NMSQT in Grades 9 and 10	The average grade-level scores in reading and math as measured by NWEA	Students enrolled for three* or more years will on average achieve scores equal to or greater than the grade-level reading and math NWEA college readiness achievement targets identified in this schedule

\*If the cohort of students enrolled for three or more years is not sufficient in size to conduct a valid analysis, the cohort of students enrolled for two or more years will be used.

# **Measure 2: Student Growth**

The academic growth of all students in grades 2 through 10 at the Academy will be assessed using the following metrics and growth targets:

Grades	Metrics	Growth Targets
Grades 2-8	Growth made by students from fall-to-spring in reading and math as measured by growth targets set for each student on the Measure of Academic Progress by NWEA	Students will on average achieve fall-to-spring academic growth targets for reading and math as set for each student on the Measure of Academic Progress by NWEA
Grades 9-10 (fall and spring testing for grades 9 and 10 using PSAT and PSAT/NMSQT) -or-	Growth made by students from fall-to-spring in critical reading and math as measured by progress toward college- readiness targets set by PSAT and PSAT/NMSQT	Students will on average achieve measurable fall-to- spring growth on PSAT and PSAT/NSQT
NWEA testing may be used in lieu of PSAT/NMSQT in Grades 9 and 10	Growth made by students from fall-to-spring in reading and math as measured by growth targets set for each student by NWEA.	Students will on average achieve fall-to-spring academic growth targets for reading and math as set for each student by NWEA

The measure of student growth is the most important, but not the only factor the authorizing body considers when determining whether the Academy is "demonstrating measurable progress" toward the contractual goal of preparing students academically for success in college, work, and life.

<u>Some</u> of the other factors considered are: academy's comparative position within state accountability reports, required state test proficiency rates compared to surrounding district's, the trend in the number of students reaching growth targets and achievement targets over the contract period.

# NWEA Achievement Target Table

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Grade	NWEA Reading End-of- Year Target	NWEA Math End-of-Year Target
K	157.7	159
1	176.9	179
2	190	191
3	201	204
4	208	212
5	215	224
6	218	229
7	222	233
8	225	237
9	226	239
10	229	241

# **SECTION C**

# **EDUCATIONAL PROGRAMS**

# Educational Program Bradford Academy

The educational program is designed to provide students with knowledge, skills, and attitudes to exceed performance and behavior measures established by the Academy Board, to give staff parameters in which to perform their responsibilities, and to provide parents and the general public with information on the specialized instructional program of the Academy and the achievement of its students. The Academy's mission statement is the guiding statement for programs and activities.

## Elementary and Middle School Education Program Kindergarten through Eighth Grades

The instructional plan for success of all children.

### Accelerated Learning

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The term that embraces the Academy's instructional model is Accelerated Learning. Our general definition embraces the basic tenets of Henry M. Levin's accelerated school model.

The goal is to provide all children with challenging academic programs to ensure that all underachieving children learn with their peers on the "level playing field" and that all children enjoy the same advantages as gifted and talented children. Teachers and staff working within a professional learning community and in active partnership with parents are fundamental components of the accelerated school model. The Academy embraces these basic tenets for the delivery of instruction.

## Performance-based Promotion

Students' promotion will require that they master the curriculum scope and sequence for their respective grade levels. Performance-based promotion requires the Academy to make certain that outstanding teachers are in all classrooms, and that the curriculum, instruction, and assessment are closely aligned and provide reliable and valid information. Open communication will characterize the partnership between teachers and parents.

The Academy believes that all children can satisfactorily master the Grade Level Content Expectations (GLCEs) established by the State of Michigan, until the Common Core State Standards begin in the 2014-2015, as well as the additional content standards established by the Academy. We must make certain that children do not become "prisoners of time." We know that each child learns at a different pace. Consequently, we will establish constant achievement checkpoints for student performance.

The Academy designates grades 3 and 6 as gateway grades for promotion and retention purposes. Gateway grades are organized around the lower elementary and upper

elementary organization of the Academy. The lower elementary team, over a four-year period, is responsible for each student performing at or above grade level on reading/language arts, mathematics, science, and social studies, as measured by DRA Reading (Grades K-2), Scantron Performance Series (Grades 2-8), and Michigan Educational Assessment Program (MEAP Grades 3-8).

A student who has not satisfactorily mastered the essential knowledge and skills for a grade level will be reviewed by the lower elementary school team for sufficient mastery of academic knowledge and skills to overcome the deficiency through academic acceleration and other interventions, including summer school, to be promoted to the next grade. The team may decide that the student needs to be retained or should be promoted with interventions. At the end of grade 3, each student must demonstrate mastery of academic knowledge and skills requisite for promotion to grade 4.

Mastery will be determined on the basis of multiple assessments ranging from DRA assessments in Reading, formative assessments/teacher-made tests, student demonstrations of competency, and the student's Individualized Student Learning Plan (ISLP). The Middle school team will make decisions at grade 6-8 will be based on teacher-made tests, student projects, demonstrations, participation in specialty programs such as school-related clubs, academic and athletic, Scantron Performance Series, MEAP test scores and 8<sup>th</sup> grade Explore, in core curriculum areas.

### Time

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To give students additional rich learning time, the Academy will provide Academic Acceleration (intensive and subject-specific individualized tutorials for students who are not performing at grade level), extensive summer programs, and parallel scheduling (whenever possible) for core curricula in grades Kindergarten through 8. The school day will be structured so that the morning schedule is dedicated to the core curricula areas of reading/language arts, mathematics, science and social studies. If a student is deficient in basic skills and is not able to participate in added time programs, his or her daily schedule will be adjusted to ensure adequate time to achieve and learn with his or her peers on the level playing field.

#### School Day

The typical school day starts at 8:00am and ends at 2:37pm with a total of 372 instructional minutes, which equals 1,116 hours. Students' instructional time will far exceed the state's required instructional time of 1,098 hours. The Academy's Kindergarten program will be full day.

The Principal will be discouraged from allowing any disruptions in the morning educational program. Mornings are for basic skills instruction required of all students. Recreational activities are not to disrupt the morning program.

## **Special Education**

When making educational placement decisions for students with disabilities, the Academy will ensure that parents are notified and invited to become members of the group making these decisions. When determining how services will be delivered to students with disabilities, the Academy will follow all guidelines issued by the Michigan Department of Education. If a child with a current Individualized Educational Program (IEP) enrolls in the Academy, the Academy will implement the existing IEP to the extent possible, or will provide an interim IEP agreed to by parents until a new IEP can be developed. IEPs will be developed, revised, and implemented only in accordance with the Individuals with Disabilities Educational Improvement Act (IDEA) and state laws and regulations.

The Academy will fully comply with applicable laws and regulations governing children with disabilities, particularly IDEA, as follows:

- 1. The Academy is responsible for providing a free appropriate public education to children with disabilities as detailed in their IEP.
- 2. The Academy will ensure that children who are suspected of having disabilities are properly evaluated by a multidisciplinary team, which is acceptable to the Michigan Department of Education, and that children who have already been identified are re-evaluated by the multidisciplinary team at established intervals required by IDEA.
- 3. When a multidisciplinary team determines that a special education student requires specially designed instruction, the Academy will ensure that the IEP is fully implemented in accordance with IDEA, and reviewed annually.

Pullout programs are discouraged. If a student is pulled out of his or her class, the intervention must be described in an IEP, a 504 plan, or an individual student-learning plan. Cross grade movement for more advanced work is not considered a pullout program. Teachers are expected to always recognize and honor the educational program stated in an IEP for a special education student, or a 504 plan for a qualified student. Special education services will be delivered in compliance with federal and state laws.

The special education program uses the inclusion model for providing services to students with IEPs. In cases where the Academy program is compromised by an IEP, the Principal, or his or her designated representative, will ask the parent to meet to discuss the Academy's unique educational program and to discuss means by which the child might receive a higher quality educational program than that described in the IEP. The same is true for a student who has a 504 plan. The parent's decision is typically honored and the matter is closed.

All students will have access to Free Appropriate Public Education (FAPE); admission, review, and dismissal committee rules will be followed, and appropriate IEPs will be developed.

### **Elementary and Middle School**

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Elementary school grades will use a self-contained model for program delivery. Students will have encore teachers in such areas as art, music, physical education, and technology. Depending on the subject, students will remain in the classroom or go to another area of

the building or grounds.

In grades 4 through 8, we may follow a departmentalized model for program delivery, when appropriate, for accelerated learning, stronger curriculum, and deeper content knowledge on the part of staff, in addition to preparing students for middle school.

## **Educators of Excellence**

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The Academy will hire educators who believe that excellence derives from mastering details, comprehending concepts, and applying knowledge and skills in the real world rather than from natural ability or social privilege. The Academy doesn't just believe all children can learn but insists that all children will learn. Pedagogy must make a difference in a child's learning. Students will be expected to apply themselves to their studies to master materials and make concepts of their own.

The Academy will not track children by ability, convinced by powerful evidence that early tracking typecasts children into polarized groups of haves and have-nots, winners and losers, smart and dumb. For slower learners, consigned to watered-down curriculum, the judgment too often becomes a self-fulfilling prophecy. Instead, teachers will use differentiated instruction methods to encourage all students to excel by concentrating on every child being engaged in learning activities and by holding students to high academic standards. All students, including the best and the brightest, must be stimulated and challenged by the educational program.

The premise for learning is that character development and personal management skills form the basis for schooling—students must be empowered to take responsibility for their own learning and development. The Academy must facilitate learning within an environment that encourages high ethical and academic standards and reinforces the positive values taught at home.

## Curriculum

The Academy embraces the Michigan Curriculum Framework as its minimum standards of learning. The curriculum scope and sequence attempts to extend the minimum standards through accelerated learning practices and differentiated instruction. The scope and sequence has been aligned to the Michigan Curriculum Framework GLCEs and current core curriculum strands, with an alignment switch taking place to the Common Core State Standards prior to the 2014-2015 school year.

Students can accelerate "forward" for more academic challenge by cross grade learning projects and resource instruction. Students can leave their primary care teacher with parents' permission. Performance-based promotion does not allow students to go "backward" to a lower grade because the child has been certified by the prior year's teacher as having achieved the academic knowledge and skills essential to success at the next grade level.

#### **Curriculum Alignment and Review**

The Academy's curriculum is aligned to the Michigan Curriculum Framework, GLCEs, Common Core State Standards (CCSS) and current core curriculum standards. The curriculum will be reviewed annually by Choice Schools' Associate Director of Curriculum and Instruction. Accelerated learning principles and differentiated instruction accentuate the need for proper sequencing of learning objectives and experiences.

## **Reading/Language Arts**

The Academy will use a research-based language arts program. The reading instruction includes phonemic awareness and systematic phonics instruction, as well as fluency, vocabulary, and text comprehension instruction supplemented with a guided reading program. Emergent readers will read leveled books, big books, and trade books which feature a blend of phonics and sight word practice needed by beginning readers.

Through phonemic awareness and systematic phonics instruction, students learn the ability to hear and manipulate the sounds in spoken words and the understanding that spoken words and syllables are made up of sequences of speech sounds. This is essential to learning to read in an alphabetic writing system, because letters represent sounds or phonemes. Without phonemic awareness, phonics makes little sense. Furthermore, understanding that there are systematic and predictable relationships between written letters and spoken sounds, and knowing these relationships, helps early readers recognize familiar words accurately and automatically and "decode" new words. The Academy believes phonics to be the foundation for proficient readers.

However, phonics cannot stand alone; students' ability to read fluently is also important. Fluency instruction teaches students to read and reread a text a certain number of times, or until a certain level of understanding is reached. Four readings are sufficient for most students but oral reading practice is increased through the use of audiotapes, tutors, peer guidance, or other means. To further increase fluency, a strong vocabulary base must be taught. The two best strategies for students to learn vocabulary are indirect and direct teaching instruction. Indirect instruction allows students to engage daily in oral language, listen to adults read to them, and read extensively on their own. Direct instruction is when students are explicitly taught both individual words and word learning strategies.

The Academy believes that comprehension instruction ties all the pieces together. Comprehension gives students a purpose for reading, focuses their attention on what they are to learn, and helps students to think actively as they read. Additionally, it helps students to review content and relate what they have learned to what they already know. Once reading is taught, the Academy's curriculum intensifies the writing expectations. Students will practice recalling their reading and be asked to write the main details from the story, as well as analyze characters and explain what the content means to them.

The language arts program will have a variety of writing assignments. The Academy believes in cross curriculum writing to support and meet the needs of the Grade Level Content Standards. Students write for a variety of purposes and projects. Writing assignments include daily short- to long-term projects. Daily projects would include (but are not limited to) journals, logs, and writing prompts. Short-term assignments would include (but are not limited to) letter writing, project proposals, grant writing, book reports, RAFTS, and papers that make a real-life connection to the text. Long-term assignments typically involve multiple draft papers and can span anywhere from four weeks to an entire year. In addition to writing, students are taught to edit papers. Through

the process of peer editing, students will learn to view writing through a critical eye. Students will learn to edit papers on the following content: ideas, organization, voice, word choice, sentence fluency, conventions, and presentation.

The Academy believes that foundation to a strong language arts program is in place. In order for the program to grow and maintain higher student achievements, the Academy will utilize professional learning communities to research best practices and close any curriculum gaps that may arise as content changes.

### **Mathematics**

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Mathematics as a discipline has its own language, patterns of thinking, and conventions. The goal of mathematics is to develop in students the higher-order, problem-solving skills. The Academy's program strives to achieve that goal but believes strongly that students must have a sound grasp of basic facts as the prerequisite for problem solving within all mathematical operations. The fundamentals must be learned and applied for students to move to the next level of problem solving. To be a problem solver, students also have to have sound reading comprehension skills and knowledge application skills.

Mathematics typically stands alone as a subject and is seldom integrated into other subjects until students have mastered the fundamental basic skills and operations. A building block approach introduces topics in small increments, one bit building upon another in a natural progression, until the student has mastered the concepts and the skills of mathematics through daily and cumulative practice. As students build bits into concepts, they respond to questions and hands-on problem-solving situations to make step-by-step progress from mastery and application of basic skills to simple, practical problem solving and higher-order problem solving.

Students must practice what they have learned and must constantly review and confirm their skills. A certain amount of "drill and kill" practice has to occur in the process of learning basic mathematics facts and operations. Practice also has to extend to approaches to solving problems in different types of situations.

### Science

Science education will introduce students to science concepts at appropriate grade levels to prepare students for MEAP tests based on the Michigan Curriculum Framework GLCEs. Students in grades 2-8 will be assessed using Scantron Performance Series.

## **Social Studies**

Social studies will promote civic competence and good citizenship. Emphasis will be placed on the principles of democracy. Practical, real-world issues will be processed through democratic institutions in a representative democracy.

The social studies curriculum is designed to develop enlightened citizens. Students at every grade level will be required to be an active member of a club or organization that improves the school and/or home community through active citizen involvement.

### Extra-curricular and co-curricular programming.

Extra-curricular and co-curricular programs are important in building *esprit de corps* among students and families. Legendary football coach, Bear Bryant, once said, "it's hard to rally around a math class." Students seek opportunities to be involved in their schools and co-curricular subject matter and interest programs provide the outlet to enrich their knowledge and application, to learn the value of cooperation, and to enjoy citizenship in positive school-related activities.

Two prime co-curricular activities should be the National Junior Honor Society and Student Government organization; the value of academics and of being a productive citizen in the academic community is important to speaking to the Academy's mission. Beyond these two, faculty members should work to establish clubs within their subject areas. Additionally, students should have available a means to establish clubs with the school's permission. For example, if ten students wanted to establish a chess club and they had an adult sponsor approved by the Principal, the chess club should be established.

Fine Arts should be embraced as an expression of our culture and an all out effort should be supported to establish programs in all areas of Fine Arts. Band, chorus, art, and theater are important to many students growth as young adults but also add significantly to academic performance. The discipline of the arts alone contributes significantly.

Athletics are important to many students and should be offered in as many areas as the budget can afford. Athletic programs for both boys and girls need to be offered. The Academy already has an athletic program. We would suggest a study by a Board appointed committee to review the scope of the athletic program and its capacity to serve as many children as possible.

Our simple goal is to have 100% of the student body involved in school sponsored student activities, be it academic clubs, student interest clubs, Fine Arts, and or athletics. The more we can do to have students invested in the good name of the school the better the school becomes in all aspects.

To administer a comprehensive extra-curricular and co-curricular program, we believe the school should have a Student Activities Director that is well respected by the faculty as an advocate for academics, solid citizenship, development of individual gifts and talents, and sportsmanship. The person should also be a capable spokesperson for Bradford Academy.

Lessons take place on three fronts: creative, analytical, and historical. Students learn much by looking at outstanding examples of art; listening to different types of wonderful music; reading about composers and artists; learning about some artistic and music concepts and terms; and studying the cultures and periods in which works were produced.

Music is integrated into the core curriculum by the classroom teacher, whenever appropriate, and specialized instruction is provided by the music resource teacher.

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Teachers at all levels are expected to utilize art activities in their regular instruction. The art resource teacher will act as coordinator to work with teachers, as well as students, to bring the creative spirit into their art explorations.

### **Elementary School**

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Instruction in music focuses on children singing, playing games that involve songs and tunes, and is included in the general education teachers planning. Students learn about concepts such as rhythm, pitch, and volume, and basic concepts of reading music. They become familiar with different instruments and the sounds they make, and they listen to a wide range of recordings.

Instruction in art includes activities such as painting, drawing, and craftmaking. Students learn about elements such as shape, form, color, and texture, and they look at famous examples of sculpture, painting, photography, design, and architecture, as well as folk art.

### **Upper Elementary and Middle School**

Instruction expands the lower elementary program to include more background knowledge. When studying a work, students learn about the historical and cultural context of the time in which it was created.

In art, students become more acquainted with great painters, sculptors, and architects. Children refine their ability to interpret art by looking at diverse art works, discussing the elements present in the works they view—perspective, proportion, scale, etc., and by learning about characteristics of art from different periods. Doing is very important to art instruction and students get more chances to create their own drawings, paintings, and sculptures.

### **Physical Education**

Physical education is provided for students in grades Kindergarten through 8. Organized physical education can provide knowledge, skills, and motivation that children need for a lifetime of health and exercise. The physical education program should go hand-in-hand with character education. Children should learn about teamwork, the importance of playing fairly, winning gracefully, and accepting defeat in good spirit. But most of all, physical education can teach children to give their all.

Physical education contributes to academic achievement. Physically fit children learn better. Disciplined activity can sharpen both mental acuity and one's appetite for learning. These facts are founded in the golden age of Greece where the classical education allotted 50 percent of each day's instruction to physical education because the truly educated person learned to manage his or her life physically, mentally, and morally.

## **Elementary School**

Lower elementary students begin with such physical skills as running, jumping, throwing, catching, and kicking, and with such simple games and exercises as rope jumping, foot races, dances, simple gymnastics, and stretching to build body control and coordination. Exercise as a valid part of life is professed, taught, and modeled by adults. Instruction

encourages fitness, respect for rules, sportsmanship, safety, and the proper use of equipment.

Activities give practice in rhythm, agility, balance, changing direction, building speed, etc. The use of kinetic energy to relieve stress, cooperate with a team, or compete for success is basic to the physical education of children.

### Upper Elementary and Middle School

In upper elementary grades, children take the skills they've learned in earlier grades and apply them to popular American team (soccer, basketball, softball) and individual (tumbling, foot races, in-line skating) sports, learning their rules and skills. Each child is encouraged to choose an activity such as running or basketball, which can translate into a lifelong habit of exercise and physical activity.

Children begin to learn what healthy competition is. They need to learn the value of striving your hardest to achieve a team or individual goal. Athletics is an excellent place to learn the value of being a good sport and about winning and losing in other aspects of life. Winning is not such a goal as is how you play the game.

Children should take part in a wide range of competitive and noncompetitive activities which build stamina, strength, and agility. Activities should continue to emphasize fitness, respect for rules, sportsmanship, safety, and proper use of equipment. (Bennett, 544)

## **Emotional Intelligence**

Academic schooling typically concerns itself with abstract intelligence (the ability to understand and manipulate with verbal and mathematic symbols) and concrete intelligence (the ability to understand and manipulate with objects). Leadership and performance studies (Goleman, 1998) suggest that social intelligence (the ability to understand and relate to people) is important to educating boys and girls as enlightened citizens and responsible family and community members.

Central to social intelligence is emotional intelligence. Goleman defines emotional intelligence as "the capacity for recognizing our own feelings and those of others, for motivating ourselves, and for managing emotions well in ourselves and in our relationships. Emotional intelligence describes abilities distinct from, but complementary to, academic intelligence, the purely cognitive capacities measured by IQ." Goleman categorizes emotional intelligence into five basic emotional and social competencies:

<u>Self-awareness</u>: Knowing what we are feeling in the moment and using those preferences to guide our decision making; having a realistic assessment of our own abilities; and a well-grounded sense of self-confidence.

<u>Self-regulations</u>: Handling our emotions so that they facilitate rather than interfere with the task at hand; being conscientious and delaying gratification to pursue goals; recovering well from emotional distress.

Motivation: Using our deepest preferences to move and guide us toward

our goals; to help us take initiative and strive to improve; and to persevere in the face of setbacks and frustrations.

<u>Empathy</u>: Sensing what people are feeling; being able to take their perspective; and cultivating rapport and attunement with a broad diversity of people.

<u>Social skills</u>: Handling emotions in relationships well and accurately reading social situations and networks; interacting smoothly; using these skills to persuade and lead, negotiate and settle disputes, for cooperation and teamwork.

Emotional intelligence is important to students' learning stewardship responsibilities as keepers of the environment, helping students overcome conflict and resolve disputes harmoniously. Additionally advantageous is the enabling of teachers to understand learning difficulties, developing teaching strategies, and designing assessment techniques to work with the individual child, and helping students understand their place in the community as team members, students, family members, and caretakers. Individuals with high emotional intelligence often outperform people with higher levels of intellectual intelligence.

Teachers and support staff will be encouraged to participate in ongoing training in emotional intelligence and its application in school settings. A focal point of the training will be to empower teachers with the knowledge and skills to carry out emotional literacy programs as prevention. The most effective programs in emotional literacy have developed as a response to violence and conflict resolution. Linda Lantieri, founder of the Resolving Conflicts Creatively Program, states: "The program shows students that they have many choices for dealing with conflict besides passivity or aggression. We show them the futility of violence while replacing it with concrete skills. Kids learn to stand up for their rights without resorting to violence. These are lifelong skills, not just for those most prone to violence." (277)

One of the most important lessons for children to learn about anger is that all feelings are OK to have, but some reactions are OK and others are not. Children also gain strength to deal with friendships to help counter rejections that can lead a child toward delinquency. Emotional intelligence and emotional literacy are important to achieving the mission of the Academy.

#### **Learning Strategies**

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Students come to school with a vast array of tools for learning. To raise academic performance, the Academy should deal with the ways in which individual students go about learning. Some students learn efficiently while others approach learning in disjointed and unsuccessful ways. The goal of teaching learning strategies is the development of a learner who can actively and effectively monitor his or her learning. Instructional staff will follow a common lesson plan framework.

Examples of effective learning strategies include the following:

- Setting goals and planning an approach
- Focusing attention on the information that is most important

- · Forming mental frameworks for organizing and understanding information
- Linking new ideas with prior knowledge in order to connect them and add personal meaning
- Monitoring one's own comprehension of material to be learned and recognizing when one needs to change the learning approach (Derry 1988-89, Thomas 1993, Raforth, Leal, and DeFabo 1993, and Weinstein et. al. 1998-99)

Teaching learning strategies is important to the Academy's work because they make a significant difference in students' academic performance, becoming independent learners, and self-confidence. Learning skills should be taught in the context of content-area instruction and students should be provided with meaningful opportunities to practice them. Instruction should also help students generalize use of one strategy to other tasks and classes. Assessment should ensure that learning strategies have become part of students' regular learning repertoire.

Teachers are encouraged to model strategic thinking. Teachers talking about what they are thinking and doing may help some children to better understand their own thought processes. The teacher who consistently "thinks out loud" and encourages it on the part of students also has an excellent diagnostic tool available. (ERS, 2000, 4)

# Secondary Educational Program Ninth through Twelfth Grades

The current mission statement guides the educational program and practices for grades 9 through 12.

# Educational Program – General Characteristics

The Academy's high school program is characterized by the following:

- Limited by its focus on the core curriculum and by co-curricular offerings in the arts and technology for interested students
- Integrated (interdisciplinary) units of study
- Self-paced, individualized, and competency based
- Technology integration

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- Assessed at three levels of achievement: competent (70%), proficient (80%), and mastery (90%) through multiple means of assessment, ranging from MEAP tests aligned with the Michigan Merit Curriculum, Scantron Performance Series, and SAT/ACT tests, Explore/Plan, to demonstrations of authentic works
- Michigan Merit Graduation Units along with dual enrollment with post-secondary credit
- True to the basic tenets of the charter

## **Program Responsibility**

Students are always to do their best. High school is a time to try out interests, to take some risks, and to measure oneself against the task. The first responsibility is always to oneself, to discover one's potential, interests, and limitations. Teachers and parents are critical partners in the child's education. There must be open, honest dialogue and communication structures to be sure students and their parents clearly know the status of their progress in school.

#### Student Learning Plan

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The educational program is the responsibility of the stakeholders in each student's education: student-parent-teacher. Each student will work with his or her project design team consisting of a teacher (or teachers) and his or her parent(s) to evaluate their Individualized Student Learning Plan (ISLP).

In the spring of the second and third years, the ISLP will be expanded on the basis of the student's progress to that point in time.

All parties through the first three years of high school must approve the plan.

<u>First-Year Students</u>: At initial enrollment, newcomers to the Academy must satisfactorily complete a seminar in research, shared inquiry, and project planning, and must demonstrate skills in the use of technology for word processing, spreadsheets, databases, and Internet searches. The student will develop his or her first project plan for implementation under direct guidance of the seminar teacher. Students who do not possess computer skills upon enrollment in high school must pursue those studies rapidly and become computer literate by the end of the first semester.

<u>Third-Year Students</u>: At the conclusion of the second year of high school, the student in consultation with the teacher(s) and parent(s) will construct a major area of study for the third and fourth years of high school. The student should be tested in the requisite skills to determine readiness for the chosen major area of study, and will be required to demonstrate the proper level of competence in requisite skills to begin the major area of study.

<u>Fourth-Year Students/Senior Project</u>: The senior student will be called upon to continue the major area of study and to construct two plans—occupational and community service—that enable him or her to pursue post-high school plans, and to find his or her place in the community as a citizen and as a learner. In the spring of their senior year, the student will present his or her senior project, which is a presentation/demonstration of the major area of study.

The student learning plan will consist of the following minimum components:

- Requisite competencies (an outline of academic knowledge and skills that demonstrate the student's readiness for the learning module)
- Core competencies (essential knowledge and skills that must be learned in this module)
- Interdisciplinary platforms for learning (structure/framework for studentcentered inquiry into the topic; context within which students identify essential questions which generate content sequences)
- Assessments (means by which student achievement of core competencies and higher-order thinking are measured)

Students in their fourth year will be required to participate in activities associated with their major area of study and senior project.

#### **Program Delivery**

The most difficult component of an integrated, self-paced competency-based program is its management by the student and the teacher. The ownership students take for their own education reflects the mission of the Academy. The environment, structure, and content promote the self-learner concept in which students participate in constructing their own knowledge base and learning problem-solving strategies. The scope of students' education extends beyond the traditional classroom as students interact with mentors, their community, and their physical environment.

First, the student (with close guidance of his or her parents) must be responsible and reliable. Learning is the product of student inquiry into the topic. The student is the point of convergence for learning. The student is the person on stage.

Each student has a learning style, just as each teacher has a teaching style. In designing the program for a student, care should be taken to incorporate the work of Howard Gardner on multiple intelligences, Daniel Goleman on emotional intelligence, and Eric Jensen on brain-compatible learning. This should be an important component in staff development, in the introductory student seminar, and in developing the student learning plan.

Second, the teacher is not a lecturer/question-and-answer person with the classroom as his or her daily stage. The teacher is a resource person, a guide to the student who will be firm in expressing expectations and demanding excellence. The teacher must be gifted in inquiry-based instruction, in authentic assessment, in human relations skills with parents and students, and in the use of technology. The teacher is an instructional leader.

Third, technology is critical to every phase of learning: presentation, research, expression, managing data, etc. Technology becomes the infrastructure for learning and is interwoven into each strand of study. Technology is consistently used in all strands of study to enrich instruction and provide a deeper learning experience. Technology is also utilized for science fair and senior projects. All students will be issued wireless network accounts for use in producing and storing educational products.

Fourth, the Academy community becomes the laboratory for learning. The classroom is wherever the resource is located. It may be a farm, golf course, or ski slope, Lake Michigan, or a puddle out back, the reservation, or the river, the community college, or a nursing home, distance learning, or working with a hoe, or on a fishing boat, library, foreign country, or a soup kitchen, or the hospital; the surrounding which best contributes to the project's learning outcomes is the student's laboratory.

The greatest challenge in a project-based instructional program is instruction in the core curriculum: English, mathematics, sciences, social sciences, and foreign language. In the first and second years, students take coursework to strengthen or accelerate their knowledge and skills in academic core courses. In English, major emphasis is placed on analytical thinking skills and writing. Literature is correlated to the humanities to reinforce interdisciplinary studies. Science and mathematics courses should emphasize processes, applications, and data analysis that prepare the student to engage in research projects.

In selected foreign languages, a proficiency framework will be used as a primary basis for determining student performance.

Thinking skills should be integrated into each of the core disciplines and not left to chance. Reading comprehension specifically addresses the following thinking skills: comparison/contrast, drawing conclusions, making judgments based on context clues, and critical analysis of literature. The various modes of discourse in writing require logical reasoning, analytical thinking, and creative thinking.

Problem-solving skills are a basic requirement in math. Divergent, inventive and analytical thinking are necessary to succeed in a research-based science curriculum.

In social sciences, learning experiences that are analytical, evaluative, and critical as well as creative in scope, will be mastered. Students will learn to distinguish between and use primary sources and secondary sources in developing analytical and problem-solving projects. Students will also be required to pass a geography competency test.

The core curriculum competencies will coincide with the Michigan Content Standards for graduation. The Michigan Merit Curriculum analysis and SAT/ACT alignment are used as guides for measuring student achievement against the HSCEs and CCSS. The student will have to demonstrate mastery in the core curriculum competencies to be promoted from one grade to the next.

The difference in project work and traditional classroom time is apparent: One is inquiry and student centered, and the other is content and teacher centered. Both are essential to meeting the literacy, developmental, and reasoning needs of all students. Both types of learning are integral to the charter's vision, and supplement and complement one another. A student must have the basic skills to be successful with higher-order thinking.

Katz (ERIC Digest, April 1994) differentiates systematic instruction and project work in the following manner:

Systematic instruction: (1) helps children acquire skills; (2) addresses deficiencies in children's learning; (3) stresses extrinsic motivation; and (4) allows teachers to direct the children's work, use their expertise, and specify the tasks that the children perform. Project work, in contrast: (1) provides children with opportunities to apply skills; (2) addresses children's proficiencies; (3) stresses intrinsic motivation; and (4) encourages children to determine what to work on and accepts them as experts about their needs. Both systematic instruction and project work have an important place in the curriculum.

The use of themes (broad concept or topic) and units (preplanned lessons and activities the teacher considers important) in systematic instruction will assist students in learning the skills required for project work. The teacher shares responsibility with the student in making the transition from systematic instruction to project work.

Special needs students can flourish in the Academy. Research and experience tell us that many special needs individuals are truly gifted and talented in technology and the sciences. The instructional model for special education is the immersion model, which calls for special needs students to work side by side with their regular education peers in all subjects. There may be an occasional need for special instruction or accommodations for special needs students. Those adjustments do not compromise the integrity of the educational program.

#### Health, Physical Education, and Civics

Health, physical education, and civics are required by Michigan law to be part of a student's high school education. To accomplish those requirements in a manner that exceeds traditional programs, the following approach is suggested:

<u>Health</u>: The health curriculum is embedded in the sciences strand and will be integrated into the sciences. Competencies will be identified for student mastery and records will be kept to indicate a student's accomplishment of the competencies. The Michigan Health Model will be used as a curriculum template.

<u>Physical Education</u>: Physical education will be provided through a diverse model which allows "sports in season" participation, membership in a health club/gymnasium, and/or participation in leisure-time physical fitness activities. Students will report monthly on their physical fitness activities. Physical Education also meets the Michigan Merit Curriculum.

<u>Civics</u>: Civics is embedded in the sciences strand and is important to practices associated with an open learning environment. Students will be taught the guiding principles of civics education but will have to live them daily as a member of the Academy's learning community. The Academy's Code of Student Conduct will be integrated into civics as a partnership in responsibility.

#### **Organization of Student Interventions**

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Students will meet daily with a teacher or teachers for academic acceleration and intervention sessions. These sessions may focus upon basic skills in the areas of English, math, scientific inquiry, historical method, primary and secondary research, writing workshop, public speaking, the political process, and/or civics. The student will be required to demonstrate, through a series of written tests, oral examinations, and demonstrations, that he or she has sufficiently mastered the prerequisite knowledge and skills. The Michigan HSCEs and CCSS will guide the minimal basic skills that a student is required to master.

#### **Requisite Knowledge and Skills**

For a student to be classified as a fourth year student and begin design of the senior project (which is scheduled for the third year), he or she must have demonstrated competence in the following subject areas:

- Reading comprehension at the 11th grade level as measured on criterion reference tests
- Composition skills for expository, narrative, and persuasive writing as measured by writing rubrics
- Algebra I and II, geometry competencies as measured by criterion reference tests
- Application of the scientific method to real-world situations as demonstrated through science experiments
- Local, state, and federal government structure and functions as demonstrated in position papers on government in our daily lives
- Civics and citizenship, principles of democracy as demonstrated by activity within the west Michigan community, especially the student's home community
- Application of the historical method to research as demonstrated in a primary research project
- Use of basic applications of technology for production and research

A mentorship is a form of learning, which integrates theory and application through experience. The senior project requires a student to do research and develop a project under the direction of a senior project mentor—a school professional or other Subject Matter Expert (SME). Participation in the senior project requires maturity on the part of the student and a strong commitment from the senior project mentor.

#### Assessment of Student Achievement

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The program has been developed to reflect Michigan Grade Level Content Standards and the Michigan Merit Curriculum with added focus on environmental science. Parents will receive timely reports of their child's progress according to the following levels of achievement as outlined in the school's program of study:

- Competent
   Mastery of a competency at the 70% level of achievement
- Proficient Mastery of a competency at the 80% level of achievement
- Mastery Mastery of a competency at the 90% level of achievement

If a student has not achieved one of these three levels of achievement, there will not be a designation of progress. The student plan clearly states that the competency must be achieved before the student can complete the requirements of the plan, thus every competency is always a work in progress.

Students will be required to assess their own project, indicating problems encountered and solutions developed. Self-assessment, at a minimum, will correlate students' works to their respective student learning plans. Students will be expected to demonstrate their ability to comprehend and to conduct detailed analyses, make leaps of intuition, hypothesize other possibilities, and evaluate and improve their work.

Self-assessment can take many forms, including:

- Writing conferences
- Discussion (small group or individual with teacher/mentor)
- Reflection logs
- · Weekly self-evaluations

• Self-assessment checklists and inventories

• Teacher-student interviews

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These types of self-assessment require that a student review his or her work to determine what he or she may have learned and what areas of confusion still exist. Students should understand the criteria for good work before they begin a project. As students gain experience in evaluating their work, they will learn how to set criteria for good work with clarity. Student observations and reflections provide valuable feedback for refining the student learning plan and making it a work in progress.

Appropriate evaluation always compares the student's current work to his or her earlier work. This evaluation should indicate the student's progress toward the performance standards consistent with the student learning plan and developmental expectations. The teacher's conclusions about a student's achievement, abilities, strengths, weaknesses, and needs should be based on the full range of the student's development, as documented by the data in the ISLP, and on the teacher/mentor's knowledge of curriculum and stages of development. The use of ISLP provides teachers with a comprehensive system for planning parent-teacher conferences. The parent and teacher can review concrete examples of the student's work rather than trying to discuss the child's progress in the abstract. Open communications must occur regularly with parents. Parents must be kept informed of their student's performance.

#### Transfer Students-In and Out

A student who enrolls for the first time will be required to demonstrate the same level of competence as required of students who have progressed through the Academy educational program for grades Kindergarten through 8. The transfer student will be tested on written examinations and oral examinations. Grade placement and course schedules will be based on the student's prior report cards and credits earned, along with MEAP tests scores, and on the student's demonstrated knowledge on written, oral, and Scantron Performance Series examinations. Explore/Plan, ACT and MME for grades 9-12.

More discrete courses and more seatwork may confront a student who transfers from the Academy to another high school. The Academy program of studies is designed so those subject matter competencies are identified and measured. The Academy will be able to communicate students' competencies in each of the subjects.

There is little doubt that a student who transfers "in" will have to make the transition to a student-centered, open environment for learning, whereas the student who transfers "out" will have to make the transition to a more closed, teacher-directed environment. Students who are conditioned to either model will naturally experience some level of difficulty in making the transition.

There is a premium on sound character and citizenship at the Academy. Students are respected as reasoning, thinking people who assume responsibility for their academic achievement and behavior in a results-based learning culture. Parents must be willing to become active partners with the Academy and the child for the educational program to work successfully.

#### Curriculum Standards

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The Michigan Merit Curriculum will be integrated into the Academy's program of studies to ensure that all students are achieving standards as set forth in the Michigan Merit Curriculum as established by the Michigan State Board of Education.

The Academy's educational program is intended to prepare students to exceed minimum standards; therefore, students will be expected to exceed the "floor" standards and to advance to the application and synthesis levels of learning.

#### **Graduation Requirements**

Graduation from the Academy will be a natural progression for the students. Students will qualify for graduation upon satisfactory completion of the senior project, and successful completion of the Michigan Merit Curriculum. Some students may not achieve these targets in four years and consequently will require additional time in the summer or another year of school to satisfy graduation requirements.

A student must satisfy the accreditation standards promulgated by the Michigan State Board of Education. Additionally, the student must satisfy the graduation requirements established by the Academy Board.

#### Student Respect and Responsibility

Children today are reaching out for adults to provide structure in their lives. As parents and educators, we provide our children with boundaries and limits for life within a civilized society. Unless we teach and model appropriate behavior, students may learn inappropriate behavior by default.

The Academy has a strong Code of Student Conduct to provide the framework for behaving and learning at school. Parents are the essential partner and are critical to the success of the code. The Code of Student Conduct firmly establishes the responsibilities of the Academy Board, the Principal and staff, parents and students, and further spells out the consequences for failing to meet those responsibilities.

#### **Student Activities**

Student government should be a centerpiece of the students' educational experience. Its goals are certainly consistent with the basic tenets of the charter. Vehicles to give students "voice" must be the norm in a learning environment characterized by reason, responsibility, and results.

Program-relevant clubs and organizations have been established and students should participate in local, state, and national opportunities.

# SECTION D

# **CURRICULUM**

#### Draft Common Core ELA

- KG

Reading Literature

TLW utilize key ideas and details when reading literature.

TLW use the craft and structure of the text to help understand the literature.

TLW demonstrate an integration of knowledge and ideas to understand the literature.

TLW actively engage in group reading activities with purpose and understanding.

Reading Informational Text

TLW utilize key ideas and details when reading Informational Text.

TLW use the craft and structure of the text to help understand informational text selections.

TLW demonstrate an integration of knowledge and ideas to understand the informational text selection.

TLW actively engage in group reading activities with purpose and understanding.

Reading Foundational Skills

TLW demonstrate an understanding of print concepts.

TLW demonstrate an understanding of phonological awareness.

TLW demonstrate increasing awareness and competence in the areas of phonics and word recognition.

TLW read with sufficient accuracy and fluency to support comprehension.

Writing

TLW write a variety of text types for different purposes.

TLW demonstrate the production and distribution of writing.

TLW participate in shared research to build and present knowledge.

### Speaking and Listening

TLW build comprehension through collaborative conversations about kindergarten topics and texts.

TLW add a visual or auditory presentation to enhance or to help clarify the knowledge and ideas.

#### Language

TLW demonstrate command of the conventions of standard English grammar and usage when writing or speaking.

TLW build vocabulary acquisition and use to clarify the meaning of unknown and multiplemeaning words and phrases based on kindergarten reading and content.

#### - 1st Grade

Reading Literature

TLW utilize key ideas and details when reading literature.

TLW use the craft and structure of the text to help understand the literature.

TLW demonstrate an integration of knowledge and ideas to understand the literature.

With prompting and support, read prose and poetry of appropriate complexity for grade 1.

## Reading Informational Text

TLW utilize key ideas and details when reading Informational Text.

TLW use the craft and structure of the text to help understand informational text selections.

TLW demonstrate an integration of knowledge and ideas to understand the informational text selection.

With prompting and support, TLW read informational texts appropriately complex for grade 1.

## Reading Foundational Skills

TLW demonstrate an understanding of the print concepts.

TLW demonstrate an understanding of phonological awareness.

TLW demonstrate increasing awareness and competence in the areas of phonics and word recognition.

TLW read with sufficient accuracy and fluency to support comprehension.

# Writing

TLW write a variety of opinion type text for different purposes.

TLW write a variety of informative or explanatory type text for different purposes.

TLW write a variety of narrative text types for different purposes.

TLW demonstrate the production and distribution of writing.

TLW participate in shared research to build and present knowledge.

Speaking and Listening

TLW build comprehension through collaborative conversations about grade 1 topics and texts.

TLW add a visual or auditory presentation to enhance or to help clarify the knowledge and ideas.

#### Language

TLW demonstrate command of the conventions of standard English grammar and usage when writing or speaking.

TLW build vocabulary acquisition and use to clarify the meaning of unknown and multiplemeaning words and phrases based on grade 1 reading and content.

- 2nd Grade

Reading Literature

TLW utilize key ideas and details when reading literature.

TLW use the craft and structure of the text to help understand the literature.

TLW demonstrate an integration of knowledge and ideas to understand the literature.

By the end of the year, TLW read and comprehend literature, including stories and poetry, in the grades 2–3 text complexity band proficiently, with scaffolding as needed at the high end of the range.

#### Reading Informational Text

TLW utilize key ideas and details when reading Informational Text.

TLW use the craft and structure of the text to help understand informational text selections.

TLW demonstrate an integration of knowledge and ideas to understand the informational text selection.

By the end of the year, TLW read and comprehend informational texts, including history/social studies, science, and technical texts, in the grade 2-3 text complexity band proficiently, with scaffolding as needed at the high end of the range.

Reading Foundational Skills

TLW demonstrate increasing awareness and competence in the areas of phonics and word recognition.

TLW read with sufficient accuracy and fluency to support comprehension.

Writing

TLW write a variety of opinion type text for different purposes.

TLW write a variety of informative or explanatory type text for different purposes.

TLW write a variety of narrative text types for different purposes.

TLW demonstrate the production and distribution of writing.

TLW participate in shared research to build and present knowledge.

#### Speaking and Listening

TLW build comprehension through collaborative conversations about grade 2 topics and texts.

TLW add a visual or auditory presentation to enhance or to help clarify the knowledge and ideas.

#### Language

TLW demonstrate command of the conventions of standard English grammar and usage when writing or speaking.

TLW use the knowledge of language and its conventions when writing, speaking, reading, or listening.

TLW build vocabulary acquisition and use to clarify the meaning of unknown and multiplemeaning words and phrases based on grade 2 reading and content.

- 3rd Grade

Reading Literature

TLW utilize key ideas and details when reading literature.

TLW use the craft and structure of the text to help understand the literature.

TLW demonstrate an integration of knowledge and ideas to understand the literature.

By the end of the year, TLW read and comprehend literature, including stories, dramas, and poetry at the high end of the grades 2–3 text complexity band independently and proficiently. *Reading Informational Text* 

TLW utilize key ideas and details when reading Informational Text.

TLW use the craft and structure of the text to help understand informational text selections.

TLW demonstrate an integration of knowledge and ideas to understand the informational text selection.

By the end of the year, TLW read and comprehend informational texts, including history/social studies, science, and technical texts, at the high end of the grades 2-3 text complexity band independently and proficiently.

Reading Foundational Skills

TLW demonstrate increasing awareness and competence in the areas of phonics and word recognition.

TLW read with sufficient accuracy and fluency to support comprehension.

Writing

TLW write a variety of opinion type text for different purposes.

TLW write a variety of informative or explanatory type text for different purposes.

TLW write a variety of narrative type text for different purposes.

TLW demonstrate the production and distribution of writing.

TLW participate in shared research to build and present knowledge.

TLW write routinely over extended time frames, for a range of discipline-specific tasks, purposes, and audiences.

# Speaking and Listening

TLW build comprehension through collaborative conversations about grade 3 topics and texts.

TLW add a visual or auditory presentation to enhance or to help clarify the knowledge and ideas.

#### Language

TLW demonstrate command of the conventions of standard English grammar and usage when writing or speaking.

TLW use the knowledge of language and its conventions when writing, speaking, reading, or listening.

TLW build vocabulary acquisition and use to clarify the meaning of unknown and multiplemeaning words and phrases based on grade 3 reading and content.

- 4th Grade

*Reading Literature* 

TLW utilize key ideas and details when reading literature.

TLW use the craft and structure of the text to help understand the literature.

TLW demonstrate an integration of knowledge and ideas to understand the literature.

By the end of the year, TLW read and comprehend literature, including stories, dramas, and poetry, in the grades 4-5 text complexity band proficiently, with scaffolding as needed at the high end of the range.

#### *Reading Informational Text*

TLW utilize key ideas and details when reading Informational Text.

TLW use the craft and structure of the text to help understand informational text selections.

TLW demonstrate an integration of knowledge and ideas to understand the informational text selection.

By the end of the year, TLW read and comprehend informational texts, including history/social studies, science, and technical texts, in the grades 4-5 text complexity band proficiently, with scaffolding as needed at the high end of the range.

Reading Foundational Skills

TLW demonstrate increasing awareness and competence in the areas of phonics and word recognition.

TLW read with sufficient accuracy and fluency to support comprehension.

#### Writing

TLW write a variety of opinion type text for different purposes.

TLW write a variety of informative or explanatory text types for different purposes.

TLW write a variety of narrative type text for different purposes.

TLW demonstrate the production and distribution of writing.

TLW participate in shared research to build and present knowledge.

TLW write routinely over extended time frames, for a range of discipline-specific tasks, purposes, and audiences.

# Speaking and Listening

TLW build comprehension through collaborative conversations about grade 4 topics and texts.

TLW add a visual or auditory presentation to enhance or to help clarify the knowledge and ideas.

#### Language

TLW demonstrate command of the conventions of standard English grammar and usage when writing or speaking.

TLW use the knowledge of language and its conventions when writing, speaking, reading, or listening.

TLW build vocabulary acquisition and use to clarify the meaning of unknown and multiplemeaning words and phrases based on grade 4 reading and content.

# - 5th Grade

*Reading Literature* 

TLW utilize key ideas and details when reading literature.

TLW use the craft and structure of the text to help understand the literature.

TLW demonstrate an integration of knowledge and ideas to understand the literature.

By the end of the year, TLW read and comprehend literature, including stories, dramas, and poetry, at the high end of the grades 4-5 text complexity band independently and proficiently. *Reading Informational Text* 

TLW utilize key ideas and details when reading Informational Text.

TLW use the craft and structure of the text to help understand informational text selections.

TLW demonstrate an integration of knowledge and ideas to understand the informational text selection.

By the end of the year, TLW read and comprehend informational texts, including history/social studies, science, and technical texts, at the high end of the grades 4-5 text complexity band independently and proficiently.

#### Reading Foundational Skills

TLW demonstrate increasing awareness and competence in the areas of phonics and word recognition.

TLW read with sufficient accuracy and fluency to support comprehension.

Writing

TLW write a variety of opinion type text for different purposes.

TLW write a variety of informative or explanatory type text for different purposes.

TLW write a variety of narrative type text for different purposes.

TLW demonstrate the production and distribution of writing.

TLW participate in shared research to build and present knowledge.

TLW write routinely over extended time frames, for a range of discipline-specific tasks, purposes, and audiences.

## Speaking and Listening

TLW build comprehension through collaborative conversations about grade 5 topics and

#### texts.

TLW add a visual or auditory presentation to enhance or to help clarify the knowledge and ideas.

# Language

TLW demonstrate command of the conventions of standard English grammar and usage when writing or speaking.

TLW use the knowledge of language and its conventions when writing, speaking, reading, or listening.

TLW build vocabulary acquisition and use to clarify the meaning of unknown and multiplemeaning words and phrases based on grade 5 reading and content.

# - 6th Grade

# *Reading Literature*

TLW utilize key ideas and details when reading literature.

TLW use the craft and structure of the text to help understand the literature.

TLW demonstrate an integration of knowledge and ideas to understand the literature.

By the end of the year, read and comprehend literature, including stories, dramas, and poems, in the grades 6-8 text complexity band proficiently, with scaffolding as needed at the high end of the range.

#### Reading Informational Text

TLW utilize key ideas and details when reading Informational Text.

TLW use the craft and structure of the text to help understand informational text selections.

TLW demonstrate an integration of knowledge and ideas to understand the informational text selection.

By the end of the year, read and comprehend literary nonfiction in the grades 6-8 text complexity band proficiently, with scaffolding as needed at the high end of the range. Writing

TLW write a variety of argumentative type text for different purposes.

TLW write a variety of informative and explanatory type text for different purposes.

TLW write a variety of narrative type text for different purposes.

TLW demonstrate the production and distribution of writing.

TLW participate in shared research to build and present knowledge.

Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.

Speaking and Listening

TLW build comprehension through collaborative conversations about grade 6 topics, texts, and issues.

TLW add a visual or auditory presentation to enhance or to help clarify the knowledge and ideas.

#### Language

TLW demonstrate command of the conventions of standard English grammar and usage when writing or speaking.

Use knowledge of language and its conventions when writing, speaking, reading, or listening.

Acquire and use accurately grade-appropriate general academic and domain-specific words and phrases; gather vocabulary knowledge when considering a word or phrase important to comprehension or expression.

# - 7th Grade

# Reading Literature

TLW utilize key ideas and details when reading literature.

TLW use the craft and structure of the text to help understand the literature.

TLW demonstrate an integration of knowledge and ideas to understand the literature.

By the end of the year, read and comprehend literature, including stories, dramas, and poems, in the grades 6-8 text complexity band proficiently, with scaffolding as needed at the high end of the range.

# Reading Informational Text

TLW utilize key ideas and details when reading Informational Text.

TLW use the craft and structure of the text to help understand informational text selections.

TLW demonstrate an integration of knowledge and ideas to understand the informational text selection.

By the end of the year, read and comprehend literary nonfiction in the grades 6–8 text complexity band proficiently, with scaffolding as needed at the high end of the range. Writing

TLW write a variety of argumentative type text for different purposes.

TLW write a variety of informative or explanatory type text for different purposes.

TLW write a variety of narrative type text for different purposes.

TLW demonstrate the production and distribution of writing.

TLW participate in shared research to build and present knowledge.

TLW write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.

#### Speaking and Listening

TLW build comprehension through collaborative conversations about grade 7 topics, texts, and issues.

TLW add a visual or auditory presentation to enhance or to help clarify the knowledge and ideas.

#### Language

TLW demonstrate command of the conventions of standard English grammar and usage when writing or speaking.

TLW use the knowledge of language and its conventions when writing, speaking, reading, or listening.

Acquire and use accurately grade-appropriate general academic and domain-specific words and phrases; gather vocabulary knowledge when considering a word or phrase important to comprehension or expression.

# - 8th Grade

Reading Literature

TLW utilize key ideas and details when reading literature.

TLW use the craft and structure of the text to help understand the literature.

TLW demonstrate an integration of knowledge and ideas to understand the literature.

By the end of the year, read and comprehend literature, including stories, dramas, and poems, at the high end of grades 6–8 text complexity band independently and proficiently.

### Reading Informational Text

TLW utilize key ideas and details when reading Informational Text.

TLW use the craft and structure of the text to help understand informational text selections.

TLW demonstrate an integration of knowledge and ideas to understand the informational text selection.

By the end of the year, read and comprehend literary nonfiction at the high end of the grades 6–8 text complexity band independently and proficiently.

#### Writing

TLW write a variety of argumentative type text for different purposes.

TLW write a variety of informative or explanatory type text for different purposes.

TLW write a variety of narrative type text for different purposes.

TLW demonstrate the production and distribution of writing.

TLW participate in shared research to build and present knowledge.

TLW write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.

# Speaking and Listening

TLW build comprehension through collaborative conversations about grade 8 topics, texts, and issues.

TLW add a visual or auditory presentation to enhance or to help clarify the knowledge and ideas.

#### Language

TLW demonstrate command of the conventions of standard English grammar and usage when writing or speaking.

TLW use the knowledge of language and its conventions when writing, speaking, reading, or listening.

Acquire and use accurately grade-appropriate general academic and domain-specific words and phrases; gather vocabulary knowledge when considering a word or phrase important to comprehension or expression.

## - 9th-10th Grade

#### *Reading Literature*

TLW utilize key ideas and details when reading literature.

TLW use the craft and structure of the text to help understand the literature.

TLW demonstrate an integration of knowledge and ideas to understand the literature.

By the end of grade 9, read and comprehend literature, including stories, dramas, and poems, in the grades 9–10 text complexity band proficiently, with scaffolding as needed at the high end of the range.

By the end of grade 10, read and comprehend literature, including stories, dramas, and poems,

at the high end of the grades 9–10 text complexity band independently and proficiently. *Reading Informational Text* 

TLW utilize key ideas and details when reading Informational Text.

TLW use the craft and structure of the text to help understand informational text selections.

TLW demonstrate an integration of knowledge and ideas to understand the informational text selection.

By the end of grade 9, read and comprehend literary nonfiction in the grades 9–10 text complexity band proficiently, with scaffolding as needed at the high end of the range.

By the end of grade 10, read and comprehend literary nonfiction at the high end of the grades 9–10 text complexity band independently and proficiently.

Writing

TLW write a variety of argumentative type text for different purposes.

TLW write a variety of informative and explanatory type text for different purposes.

TLW write a variety of narrative type text for different purposes.

TLW demonstrate the production and distribution of writing.

TLW participate in shared research to build and present knowledge.

Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of tasks, purposes, and audiences.

Speaking and Listening

TLW build comprehension through collaborative conversations about grades 9-10 topics, texts, and issues.

TLW add a visual or auditory presentation to enhance or to help clarify the knowledge and ideas.

### Language

TLW demonstrate command of the conventions of standard English grammar and usage when writing or speaking.

TLW use the knowledge of language and its conventions when writing, speaking, reading, or listening.

Acquire and use accurately general academic and domain specific words and phrases, sufficient for reading, writing, speaking, and listening at the college and career readiness level; demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or expression.

# - 11th-12th Grade

Reading Literature

TLW utilize key ideas and details when reading literature.

TLW use the craft and structure of the text to help understand the literature.

TLW demonstrate an integration of knowledge and ideas to understand the literature.

By the end of grade 11, read and comprehend literature, including stories, dramas, and poems, in the grades 11–CCR text complexity band proficiently, with scaffolding as needed at the high end of the range.

By the end of grade 12, read and comprehend literature, including stories, dramas, and poems, at the high end of the grades 11–CCR text complexity band independently and proficiently.

#### Reading Informational Text

TLW utilize key ideas and details when reading Informational Text.

TLW use the craft and structure of the text to help understand informational text selections.

TLW demonstrate an integration of knowledge and ideas to understand the informational text selection.

By the end of grade 11, read and comprehend literary nonfiction in the grades 11–CCR text complexity band proficiently, with scaffolding as needed at the high end of the range.

By the end of grade 12, read and comprehend literary nonfiction at the high end of the grades 11–CCR text complexity band independently and proficiently.

## Writing

TLW write a variety of argumentative text for different purposes.

TLW write a variety of informative or explanatory text types for different purposes.

TLW write a variety of narrative types of text for different purposes.

TLW demonstrate the production and distribution of writing.

TLW participate in shared research to build and present knowledge.

Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of tasks, purposes, and audiences.

#### Speaking and Listening

TLW build comprehension through collaborative conversations about grades 11-12 topics, texts, and issues.

TLW add a visual or auditory presentation to enhance or to help claify the knowledge and ideas.

#### Language

TLW demonstrate command of the conventions of standard English grammar and usage when writing or speaking.

TLW use the knowledge of language and its conventions when writing, speaking, reading, or listening.

Acquire and use accurately general academic and domain specific words and phrases, sufficient for reading, writing, speaking, and listening at the college and career readiness level; demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or expression.

#### Draft Common Core Math

#### - KG

Counting and Cardinality

TLW know number names and the count sequence.

TLW count to tell the number of objects.

TLW compare numbers of objects in one group to determine if it is greater than, less than, or equal to the other number or group.

**Operations and Algebraic Thinking** 

Understand addition as putting together and adding to, and understand subtraction as taking apart and taking from.

Number and Operations in Base Ten

Work with numbers 11–19 to gain foundations for place value.

Measurement and Data

TLW describe and compare measurable attributes.

TLW classify objects and count the number of objects in each category.

Geometry

TLW identify and describe shapes (squares, circles, triangles, rectangles, hexagons, cubes, cones, cylinders, and spheres).

TLW analyze, compare, create, and compose shapes.

- 1st Grade

**Operations and Algebraic Thinking** 

TLW represent and solve problems involving addition and subtraction. (Instructional Sequence #3)

TLW understand and apply properties of operations and the relationship between addition and subtraction. (Instructional Sequence #5)

TLW add and subtract within 20. (Instructional Sequence #6)

TLW work with addition and subtraction equations. (Instructional Sequence #4)

Number and Operations in Base Ten

TLW extend the counting sequence. (Instructional Sequence #1)

TLW understand place value. (Instructional Sequence #2)

TLW use place value understanding and properties of operations to add and subtract. (Instructional Sequence #7)

Measurement and Data

TLW measure lengths indirectly and by iterating length units. (Instructional Sequence #11)

TLW tell and write time. (Instructional Sequence #9)

TLW represent and interpret data. (Instructional Sequence #8)

Geometry

TLW reason with shapes and their attributes. (Instructional Sequence #10)

- 2nd Grade

Operations and Algebraic Thinking

TLW represent and solve problems involving addition and subtraction.

TLW add and subtract within 20.

TLW work with equal groups of objects to gain foundations for multiplication.

Number and Operations in Base Ten

TLW read, write, count and compare numbers to 1000.

TLW use place value understanding and properties of operations to add and subtract. *Measurement and Data* 

TLW measure and estimate lengths in standard units.

TLW relate addition and subtraction to length

TLW work with time and money

TLW represent and interpret data.

Geometry

TLW reason with shapes and their attributes.

# - 3rd Grade

**Operations and Algebraic Thinking** 

TLW represent and solve problems involving multiplication and division.

TLW understand properties of multiplication and the relationship between multiplication and division.

TLW multiply and divide within 100.

TLW solve problems involving the four operations, and identify and explain patterns in arithmetic.

Number and Operations in Base Ten

TLW use place value understanding and properties of operations to perform multi-digit arithmetic.

Number and Operations Fractions

TLW develop understanding of fractions as numbers.

Measurement and Data

TLW solve problems involving measurement and estimation of intervals of time, liquid volumes, and masses of objects.

TLW represent and interpret data.

TLW understand concepts of area and relate area to multiplication and to addition.

TLW recognize perimeter as an attribute of plane figures and distinguish between linear and area measures.

Geometry

TLW reason with shapes and their attributes

- 4th Grade

**Operations and Algebraic Thinking** 

TLW use the four operations with whole numbers to solve problems.

TLW gain familiarity with factors and multiples.

TLW generate and analyze patterns.

Number and Operations in Base Ten

TLW generalize place value understanding for multi-digit whole numbers.

TLW use place value understanding and properties of operations to perform multi-digit arithmetic.

Number and Operations Fractions

TLW extend understanding of fraction equivalence and ordering.

TLW build fractions from unit fractions by applying and extending previous understandings of operations on whole numbers.

TLW understand decimal notation for fractions, and compare decimal fractions.

Measurement and Data

TLW represent and interpret data.

TLW solve problems involving measurement and conversion of measurements from a larger unit to a smaller unit.

TLW understand concepts of angle and measure angles.

Geometry

TLW draw and identify lines and angles, and classify shapes by properties of their lines and angles.

- 5th Grade

Operations and Algebraic Thinking

TLW write and interpret numerical expressions. (Instructional Sequence #6)

TLW analyze patterns and relationships.(Instructional Sequence #8)

Number and Operations in Base Ten

TLW understand the place value system.(Instructional Sequence #1)

TLW perform operations with multi-digit whole numbers and with decimals to hundredths.(Instructional Sequence #2)

Number and Operations Fractions

TLW use equivalent fractions as a strategy to add and subtract fractions.(Instructional Sequence #4)

TLW apply and extend previous understandings of multiplication and division to multiply and divide fractions.(Instructional Sequence #5)

Measurement and Data

TLW convert like measurement units within a given measurement system.(Instructional Sequence #3)

TLW represent and interpret data.(Instructional Sequence #9)

TLW understand concepts of volume and relate volume to multiplication and to addition.(Instructional Sequence #11)

#### Geometry

TLW graph points on the coordinate plane to solve real-world and mathematical problems.(Instructional Sequence #7)

TLW classify two-dimensional figures into categories based on their properties.(Instructional Sequence #10)

- 6th Grade

Ratios and Proportional Relationships

TLW understand ratio concepts and use ratio reasoning to solve problems.

The Number System

TLW apply and extend previous understandings of multiplication and division to divide fractions by fractions.

TLW compute fluently with multi-digit numbers and find common factors and multiples.

TLW apply and extend previous understandings of numbers to the system of rational numbers.

# *Expressions and Equations*

TLW apply and extend previous understandings of arithmetic to algebraic expressions.

TLW reason about and solve one-variable equations and inequalities.

TLW represent and analyze quantitative relationships between dependent and independent

#### variables.

Geometry

TLW solve real-world and mathematical problems involving area, surface area, and volume. *Statistics and Probability* 

TLW develop understanding of statistical variability.

TLW summarize and describe distributions.

- 7th Grade

Ratios and Proportional Relationships

TLW analyze proportional relationships and use them to solve real-world and mathematical problems.

The Number System

TLW apply and extend previous understandings of operations with fractions to add, subtract, multiply, and divide rational numbers.

Expressions and Equations

TLW use properties of operations to generate equivalent expressions.

TLW solve real-life and mathematical problems using numerical and algebraic expressions and equations.

# Geometry

TLW draw, construct, and describe geometrical figures and describe the relationships between them.

TLW solve real-life and mathematical problems involving angle measure, area, surface area, and volume.

#### Statistics and Probability

TLW use random sampling to draw inferences about a population.

TLW draw informal comparative inferences about two populations.

TLW investigate chance processes and develop, use, and evaluate probability models.

- 8th Grade

#### The Number System

TLW know that there are numbers that are not rational, and approximate them by rational numbers.

## *Expressions and Equations*

TLW work with radicals and integer exponents.

TLW understand the connections between proportional relationships, lines, and linear equations.

TLW analyze and solve linear equations and pairs of simultaneous linear equations.

# Functions

TLW define, evaluate, and compare functions.

TLW use functions to model relationships between quantities.

#### Geometry

TLW understand congruence and similarity using physical models, transparencies, or geometry software.

TLW understand and apply the Pythagorean Theorem.

TLW solve real-world and mathematical problems involving volume of cylinders, cones, and spheres.

Statistics and Probability

TLW investigate patterns of association in bivariate data.

- Algebra I

Creating Equations

TLW apply their understanding of quantities through the analysis and solving of various forms of equations.

Interpreting Functions

TLW explore and interpret functions in many different forms.

TLW be able to select the appropriate function to model phenomena.

Interpreting Categorical and Quantitative Data

TLW develop more formal means of assessing how a model fits data.

Seeing Structure in Expressions

TLW create and solve equations, inequalities, and systems of equations involving quadratic expressions.

- Algebra II

Arithmetic with Polynomials and Rational Expressions

TLW develop the structural similarities between the system of polynomials and the system of integers.

Trigonometric Functions

TLW use the coordinate plane to extend trigonometry to model periodic phenomena.

Interpreting Functions

TLW synthesize and generalize what they have learned about a variety of function families in order to accurately model a situation.

Making Inferences and Justifying Conclusions

TLW identify different ways to collect and display data.

- Geometry

Congruence

TLW use triangular congruence to solve problems and complete geometric constructions. Similarity Right Triangles and Trigonometry

TLW develop a formal understanding of similarity.

Geometric Measurement and Dimension

TLW extend and apply their understanding of two and three dimensional shapes.

Geometric Properties with Equations

TLW use a rectangular coordinate system to verify geometric relationships.

Circles

TLW prove basic theorems about circles.

*Conditional Probability and the Rules of Probability* 

TLW learn how to use probability to make informed decisions.

- 4th Year Math

The Complex Number System

TLW perform arithmetic operations with complex numbers.

TLW represent complex numbers and their operations on the complex plane.

Vector and Matrix Quantities

TLW represent and model with vector quantities.

TLW perform operations on vectors.

TLW perform operations on matrices and use matrices in applications.

Reasoning with Equations and Inequalities

TLW solve systems of equations.

**Building Functions** 

TLW build a function that models a relationship between two quantities.

TLW build new functions from existing functions.

Trigonometric Functions

TLW extend the domain of trigonometric functions using the unit circle.

TLW model periodic phenomena with trigonometric functions.

TLW prove and apply trigonometric identities.

Using Probability to Make Decisions

TLW calculate expected values and use them to solve problems.

TLW use probability to evaluate outcomes of decisions.

- Functions and Data Analysis - PC

Creating Equations

TLW create equations that describe numbers or relationship.

Interpreting Functions

TLW interpret functions that arise in applications in terms of the context.

TLW analyze functions using different representations.

**Building Functions** 

TLW build a function that models a relationship between two quantities.

TLW build new functions from existing functions.

Linear and Exponential Functions

TLW construct and compare linear, quadratic, and exponential models and solve problems. *Interpreting Categorical and Quantitative Data* 

TLW summarize, represent, and interpret data on a single count or measurement variable. *Making Inferences and Justifying Conclusions* 

TLW understand and evaluate random process underlying statistical experiments.

TLW make inferences and justify conclusions from sample surveys, experiments, and observational studies.

Using Probability to Make Decisions

TLW use probability to evaluate outcomes of decisions.

- Statistics and Probability - PC

Interpreting Categorical and Quantitative Data

TLW summarize, represent, and interpret data on a single count or measurement variable. *Making Inferences and Justifying Conclusions*  TLW understand and evaluate random process underlying statistical experiments.

TLW make inferences and justify conclusions from sample surveys, experiments, and observational studies.

*Conditional Probability and the Rules of Probability* 

TLW use the rules of probability to compute probabilities of compound events in a uniform probability model.

Using Probability to Make Decisions

TLW calculate expected values and use them to solve problems

TLW use probability to evaluate outcomes of decisions

- Algebra - CC

Seeing Structure in Expressions

TLW interpret the structure of expressions.

TLW write expressions in equivalent forms to solve problems.

Arithmetic with Polynomials and Rational Expressions

TLW perform arithmetic operations on polynomials.

TLW understand the relationship between zeros and factors of polynomials.

TLW use polynomial identities to solve problems.

TLW rewrite rational expressions.

Creating Equations

TLW create equations that describe numbers or relationships.

Reasoning with Equations and Inequalities

TLW understand solving equations as a process of reasoning and explain the reasoning.

TLW solve equations and inequalities in one variable.

TLW solve systems of equations.

TLW represent and solve equations and inequalities graphically.

- Geometry - CC

Congruence

TLW experiment with transformations in the plane.

TLW understand congruence in terms of rigid motions.

TLW prove geometric theorems.

TLW make geometric constructions.

Similarity Right Triangles and Trigonometry

TLW understand similarity in terms of similarity transformations.

TLW prove theorems involving similarity.

TLW define trigonometric ratios and solve problems involving right triangles.

TLW apply trigonometry to general triangles.

Circles

TLW understand and apply theorems about circles.

TLW find arc lengths and areas of sectors of circles.

Expressing Geometric Properties with Equations

TLW translate between the geometric description and the equation for a conic section.

TLW use coordinates to prove simple geometric theorems algebraically.

Geometric Measurement and Dimension

TLW explain volume formulas and use them to solve problems.

TLW visualize relationships between two-dimensional and three-dimensional objects. *Modeling with Geometry* 

TLW apply geometric concepts in modeling situations.

- HS Functions - CC

Interpreting Functions

TLW understand the concept of a function and use function notation.

TLW interpret functions that arise in applications in terms of the context.

TLW analyze functions using different representations.

**Building Functions** 

TLW build a function that models a relationship between two quantities.

TLW build new functions from existing functions.

Linear and Exponential Models

TLW construct and compare linear and exponential models and solve problems.

TLW interpret expressions for functions in terms of the situation they model.

Trigonometric Functions

TLW extend the domain of trigonometric functions using the unit circle.

TLW model periodic phenomena with trigonometric functions.

TLW prove and apply trigonometric identities.

- HS Modeling - CC

- Number and Quantity - CC

The Real Number System

TLW extend the properties of exponents to rational exponents.

TLW use properties of rational and irrational numbers.

Quantities

TLW reason quantitatively and use units to solve problems.

Vector and Matrix Quantities

TLW represent and model with vector quantities.

TLW perform operations on vectors.

TLW perform operations on matrices and use matrices in applications.

The Complex Number System

TLW perform arithmetic operations with complex numbers.

TLW represent complex numbers and their operations on the complex plane.

TLW use complex numbers in polynomial identities and equations.

- Statistics and Probability - CC

Interpreting Categorical and Quantitative Data

TLW summarize, represent, and interpret data on a single count or measurement variable.

TLW summarize, represent, and interpret data on two categorical and quantitative variables.

TLW interpret linear models.

Making Inferences and Justifying Conclusions

TLW understand and evaluate random processes underlying statistical experiments.

TLW make inferences and justify conclusions from sample surveys, experiments, and observational studies.

Conditional Probability and the Rules of Probability

TLW understand independence and conditional probability and use them to interpret data.

TLW use the rules of probability to compute probabilities of compound events in a uniform probability model.

Using Probability to Make Decisions

TLW calculate expected values and use them to solve problems.

TLW use probability to evaluate outcomes of decisions.

ELA

- KG

# Reading

TLW demonstrate understanding of Concepts of Print while reading or pretend reading a book to the teacher.

TLW activate prior knowledge to construct meaning from pictures and illustrations in order to sequence and tell a story.

TLW show the sound and symbol relationship between letters of the alphabet and their sounds in words.

TLW "read" and "spell" a district-selected list of frequently-encountered sight words.

TLW "read," view, and listen to a variety of genre in order to explore and respond to pattern. style, structure, and purpose in a guided and/or independent setting. Writing

TLW write to communicate a message for a variety of purposes.

TLW share a personal experience and dictate/write that story for publication.

TLW approximate the reading and writing of poetry through singing, listening to, and viewing rhythms, rhymes, songs, and patterned literature.

## Listening

TLW listen to and follow two-step directions.

TLW listen to and identify patterns and rhymes in a meaningful context to develop and apply phonemic awareness in oral, musical, pictorial, and/or written products.

### Speaking

TLW convey a spoken message, using defined verbal and nonverbal communication in a oneto-one or group setting.

TLW observe, collect, classify, explain, and record objects and identify information sources.

- 1st Grade

#### Reading

TLW demonstrate Concepts of Print in shared or individual settings for multiple purposes, using a variety of texts.

TLW increase fluency and construct meaning by incorporating phonetic skills to include selected word families, consonants, and vowel sounds while reading.

TLW read stories from various genres, focusing on setting, characters, problem, solution, and theme.

TLW read books to identify the author and illustrator and justify whether the texts are

narrative or informational.

TLW read stories with fluency and expression from a leveled set of books, using selected reading strategies to construct meaning.

TLW locate and use selected parts of a book, including title page, table of contents, glossary, and front and back cover to find information, and compare the information to that found in other media.

Writing

TLW write a complete sentence for a purpose and an intended audience.

TLW process write in legible manuscript at least three related sentences about topics, both narrative and informational.

TLW read and write poetry.

TLW correctly spell words independently in written work.

TLW collaboratively research a topic using a variety of references, write a factual report, and individually create a visual response.

#### Listening

TLW listen to and retell short stories. using multiple responses.

#### Speaking

TLW speak in a clear, concise, and sequential manner on a selected topic.

- 2nd Grade

Reading

TLW decode words to demonstrate reading fluency and comprehension.

TLW read to identify specific elements of various genres, including character traits.

TLW read and analyze narrative and informational texts, focusing on author's purpose and theme.

TLW read narrative and informational texts to construct meaning, using key strategies.

TLW read orally with fluency and expression from a leveled set of books, using selected reading strategies to construct meaning.

TLW alphabetize to the second letter to locate and organize information in the dictionary/glossary and other resources.

#### Writing

TLW process write a paragraph, incorporating a main idea sentence with three supporting detail sentences.

TLW process write titled stories, using the elements of various genres.

TLW process write and send a friendly letter, including date, greeting, body, closing, and signature.

TLW read and write poetry.

TLW correctly spell words independently in written work.

TLW produce a researched magazine article, using a variety of resources.

### Listening

TLW listen to a variety of narrative texts, focusing on main ideas (gist), story elements, and theme.

Speaking

TLW present a researched report, using defined verbal and non-verbal communication.

TLW interpret, independently or cooperatively, selections from a variety of poetry, using appropriate verbal and non-verbal communication.

- 3rd Grade

Reading

TLW read and analyze classic and contemporary realistic fiction and folktale selections to identify story elements.

TLW read informational selections and poetry, using a variety of reading strategies to construct meaning.

TLW read orally with fluency and understanding, using phonological and structural analysis skills and context clues.

TLW read, analyze, and summarize informational selections to identify central purpose, major ideas, and supporting details.

#### Writing

TLW write a letter to express appreciation, ask a question, or extend an invitation, using legible cursive handwriting.

TLW process write a poem and a personal narrative.

TLW write a summary, including a major idea and supporting details, based on informational text.

TLW correctly spell words independently in written work.

Listening

TLW critically listen to informational text and record key information.

TLW locate, select, retrieve, and present information on a topic, issue, or problem.

Speaking

TLW present a book talk, using verbal and nonverbal communication.

TLW present a researched report on an informational topic, using appropriate verbal and non-verbal communication.

- 4th Grade

Reading

TLW read a variety of classic and contemporary literature, including myths/legends, fantasy, and adventure, to analyze, verify, and justify story elements.

TLW analyze various selections by reading, viewing, and listening to determine author's, illustrator's, or speaker's purpose, craft, and voice.

TLW read to analyze the characteristics, sequence of events, and cause and effect relationships of biographical and autobiographical selections.

TLW read and analyze narrative and informational texts, using reading strategies to identify theme or main idea.

TLW develop research skills using a world almanac to determine important information. *Writing* 

TLW compose business letters, using legible cursive writing or word processing and correct format.

TLW process write an informational report by analyzing and applying the structure and technique of exemplary writing.

TLW process write an extended response to a prompt, making connections to his/her own

#### experiences.

TLW analyze and process write original poetry, focusing on ideas, vivid and varied language, form, and style.

TLW process write narratives, including myth/legend, fantasy, and adventure.

TLW correctly spell words independently in written work and correctly use content-related vocabulary words.

#### Listening

TLW listen to auditory text and construct meaning by predicting, generating questions, and summarizing.

TLW research issues using multiple and varied resources to discriminate importance and synthesize key ideas.

#### Speaking

TLW deliver a presentation on an informational topic, focusing on effective delivery techniques and using a visual aid.

#### - 5th Grade

Reading

TLW read and analyze science fiction and fantasy texts to identify characteristics of the genre and analyze author's craft.

TLW identify elements and use organizational and conceptual structures to read and analyze informational text.

TLW read historical fiction and use a variety of strategies, including context clues, to determine the meaning of unfamiliar vocabulary in context.

TLW read a variety of tall tales, to analyze story elements, author's/ illustrator's craft, and themes.

TLW read a variety of classic and contemporary mystery selections to analyze, verify, and justify story elements.

#### Writing

TLW write historical fiction, including content-related dialogue between a historical American and a present-day individual, focusing on correct punctuation and paragraphing.

TLW research how individuals impact communities and/or the nation, using multiple and varied texts, and process write a report.

TLW respond to published poetry and write original poetry using figurative language that includes simile, metaphor, alliteration, and personification.

TLW compose persuasive business letters, using legible cursive writing or word processing and correct format.

TLW correctly spell words independently in written work and correctly use content-related vocabulary words.

# Listening

TLW actively listen to and analyze drama, poetry, and short story genre for aesthetic quality, justifying preferences.

# Speaking

TLW design and deliver a presentation to convey meaning through effective introduction, rich content, and insightful conclusion, using a visual aid.

#### - 6th Grade

#### Reading

TLW read informational texts and write a summary and a personal reflection.

TLW read and analyze science fiction and fantasy texts to identify characteristics of the genre and theme.

TLW read realistic fiction and analyze a main character based on character traits, determine the theme, and make a personal connection.

TLW read and analyze a variety of classic and multicultural folktales for characteristics of the genre and for theme.

# Writing

TLW respond to published poetry and write original poetry using meter, rhyme, and figurative language that includes simile, metaphor, alliteration, and personification.

TLW process write a short story or personal narrative, focusing on story elements and appropriate literary devices.

TLW process write an essay comparing thematically-linked texts, and write a personal response.

TLW process write a persuasive essay.

TLW correctly spell words independently in written work and correctly use content-related vocabulary words.

### Listening

TLW employ listening strategies to analyze a variety of oral texts and presentations. *Speaking* 

TLW design and deliver a content-specific presentation, interacting with an audience.

TLW research a topic, problem, or issue, using a variety of resources to investigate and compare multiple perspectives.

# - 7th Grade

# Reading

TLW read, view, and listen to classic and contemporary short stories to analyze plot, conflict, characterization, and theme.

TLW read and summarize informational text, using text structure and graphic organizers.

TLW read, view, and listen to multicultural narrative text to interpret elements of the author's craft, including flashback and foreshadowing.

TLW read a novel, short stories, and selected poetry, using text cues and affixes to determine the meaning of unknown vocabulary.

#### Writing

TLW process write a persuasive essay, intended for a specific audience, that contains a thesis statement related to a global, community, or school event.

TLW process write mystery, myth/legend, and drama, focusing on ideas, organization, voice, and conventions.

TLW read, listen to, view, perform, and create poetry using the poetic elements of form, sound, and theme, and figurative language such as onomatopoeia, hyperbole, and metaphor.

TLW write a response to a scenario prompt based on a universal theme, supporting ideas with examples from personal experience and related texts.

TLW process write a memoir using description, sensory words, dialogue, and authentic voice.

TLW correctly spell words independently in written work and correctly use content-related vocabulary words.

# Listening

TLW critically listen to and/or view various media messages to differentiate and evaluate persuasive techniques.

## Speaking

TLW design and deliver a presentation on a selected topic to influence an audience, using appropriate speaking strategies.

TLW collaboratively research a pertinent and timely issue/problem, generate questions, create a thesis, and gather data to individually evaluate, select, and justify a possible solution.

# - 8th Grade

## Reading

TLW read selected classic and contemporary fiction to identify purpose, structure, elements, style, and theme.

TLW use multiple resources to research a global or community topic, issue, or problem and use the research to support a position.

TLW read informational and persuasive texts to construct meaning, using selected reading strategies.

TLW read and interpret technical materials for content, structure, and visual elements.

TLW read a variety of multicultural poetry, short stories, and drama, comparing and contrasting the social and historical contexts.

# Writing

TLW process write a news article, using the appropriate form.

TLW process write a persuasive essay to include a thesis statement and a body supported with evidence based on multiple sources.

TLW use primary and secondary sources to research and process write a biography for publication.

TLW correctly spell words independently in written work and correctly use content-related vocabulary words.

#### Listening

TLW critically listen to an oral presentation and formulate a response.

#### Speaking

TLW plan, organize, and participate in a panel discussion on a contemporary issue and self/peer critique the discussion.

# - 9th Grade

## Writing, Speaking, and Expressing

TLW read and analyze career-related literature to develop awareness of employment opportunities and formulate a tentative personal/career goal and action plan for reaching the goal.

TLW identify and use aspects of author's craft in descriptive writing.

TLW write instructions and create visuals for completing a complex task.

TLW write a persuasive essay with supporting evidence.

TLW develop and process write an original short story based on a universal theme.

TLW problem-solve in small group discussions and assess personal performance by analyzing group dynamics.

TLW investigate a community issue, using multiple resources and design an authentic project to promote social action.

TLW write examples of specific genre to exhibit their characteristics and techniques.

#### Reading, Listening, and Viewing

TLW will be introduced to various components of high school reading.

TLW read/view and analyze drama to determine characteristics of the genre.

TLW listen to presentations on technical topics, evaluating and analyzing content, structure, and visual elements.

TLW read contemporary realistic fiction to understand literary elements of novels, films, and poetry.

# *Literature and Culture*

TLW read, view, and listen to classic, contemporary, and multi-cultural texts to describe archetypal characters and human experiences in literature.

TLW read epic poetry to construct meaning and analyze for literary structure and historical and cultural context.

#### Language

TLW deliver a presentation that describes or demonstrates the steps of a complex task and incorporates visuals.

TLW read narrative, informational, and technical texts to build metacognitive skills and construct meaning of unfamiliar vocabulary, using syntax, text cues, and roots and affixes.

#### - 10th Grade

Writing, Speaking, and Expressing

TLW investigate an issue and deliver an informative speech, drawing conclusions about the issue.

TLW research a national or global issue to determine historical, political, and/or cultural context and evaluate according to a personal standard for ethics, truthfulness, and/or responsibility.

TLW process write a persuasive essay on an issue of personal or societal interest.

#### Reading, Listening, and Viewing

TLW read classic and contemporary literature to analyze and construct examples of literary devices.

TLW listen to historical, political and/or professional speeches to determine speaker's point of view, supporting evidence, and use of literary devices.

TLW read and analyze essays to identify content, structure, purpose, tone, and voice.

TLW read and interpret technical materials for content, structure, and visual elements. *Literature and Culture* 

TLW process write a literary analysis, focusing on the elements and features of a selection.

TLW process write original poetry.

TLW read classic and contemporary texts to analyze characteristics of the genre, elements of fiction, and literary devices as they reflect the substance of human experience.

#### Language

TLW design and write a brochure.

TLW read narrative, informational, and technical texts to construct meaning of unfamiliar vocabulary, using syntax, text cues, and roots and affixes.

## - 11th Grade

Writing, Speaking, and Expressing

TLW develop, write, and produce an original script.

TLW process write a personal narrative, responding to a real issue or event.

TLW create a collection of personal works to include a resumé, cover letter, and personal essay.

TLW write a constructive speech manuscript which presents one side of an arguable issue through the use of evidence.

TLW present an employability portfolio and participate in a mock job interview.

TLW plan and deliver an argumentative speech based on divergent points of view.

TLW collaboratively research multicultural, classic and/or contemporary literature to choose three or more selections that exemplify a recurring theme, justify the selections, and individually synthesize the concepts to create an original work.

# Reading, Listening, and Viewing

TLW actively and critically listen to argumentative speeches, take notes, and justify the more credible argument.

TLW read technical texts to interpret charts and graphs for comprehension.

#### *Literature and Culture*

TLW read, view, and interpret literature from various genre to recognize literary devices and focus on central themes in historical, political, social, and cultural contexts.

TLW read informational texts including speeches, essays, and other primary sources to determine author's purpose, message, audience, and significance to contemporary society.

## Language

TLW read narrative, informational, and technical texts to construct meaning of unfamiliar vocabulary, using syntax, context clues, roots and affixes, and etymology.

#### - 12th Grade

Writing, Speaking, and Expressing

TLW process write a critical analysis of a novel.

TLW use characteristics of informational genre to convey ideas within the workplace.

TLW create a collection of personal work, exhibiting a coherent history of learning and improvement and submit a selection for publication.

TLW conduct an interview, record and summarize the information gathered, and self-assess the quality of the interview.

TLW actively and critically listen to media presentations to determine validity/credibility.

TLW research and present a senior project.

Reading, Listening, and Viewing

TLW read, view, and listen to classic and contemporary media and process write a justification of their relevance to the learner.

# *Literature and Culture*

TLW read a variety of literature to evaluate the texts for literary significance, author's craft, and enjoyment/appreciation based on personal, collaborative, and traditional literary standards.

TLW read literature from various cultures to analyze universal human experiences and synthesize the information, making connections to his or her life.

#### Language

TLW analyze a variety of informational and persuasive texts to determine validity and credibility.

TLW read narrative and informational texts to construct meaning of unfamiliar vocabulary and phrases, focusing on word choice, syntax, etymology and levels of language.

# Health

- KG

#### Nutrition and Physical Activity

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will practice health enhancing behaviors and avoid or reduce health risks.

#### Alcohol, Tobacco, and Other Drugs

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will access valid health information and appropriate health promoting products and services.

All students will practice health enhancing behaviors and avoid or reduce health risks. *Safety* 

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will access valid health information and appropriate health promoting products and services.

All students will practice health enhancing behaviors and avoid or reduce health risks.

# Social and Emotional Health

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will access valid health information and appropriate health promoting products and services.

All students will practice health enhancing behaviors and avoid or reduce health risks.

All students will demonstrate effective interpersonal communication and other social skills which enhance health.

#### Personal Health and Wellness

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will practice health enhancing behaviors and avoid or reduce health risks.

All students will demonstrate advocacy skills for enhanced personal, family, and community health.

# - 1st Grade

Nutrition and Physical Activity

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will practice health enhancing behaviors and avoid or reduce health risks. *Alcohol, Tobacco, and Other Drugs* 

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will access valid health information and appropriate health promoting products and services.

All students will practice health enhancing behaviors and avoid or reduce health risks. *Safety* 

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will access valid health information and appropriate health promoting products and services.

All students will practice health enhancing behaviors and avoid or reduce health risks. *Social and Emotional Health* 

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will practice health enhancing behaviors and avoid or reduce health risks.

All students will use decision-making skills to enhance health.

All students will demonstrate effective interpersonal communication and other social skills which enhance health.

#### Personal Health and Wellness

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will practice health enhancing behaviors and avoid or reduce health risks.

- 2nd Grade

Nutrition and Physical Activity

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will practice health enhancing behaviors and avoid or reduce health risks.

# Alcohol, Tobacco, and Other Drugs

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will practice health enhancing behaviors and avoid or reduce health risks. *Safety* 

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will access valid health information and appropriate health promoting products and services.

All students will practice health enhancing behaviors and avoid or reduce health risks. *Social and Emotional Health* 

All students will apply health promotion and disease prevention concepts and principles to

personal, family, and community health issues.

All students will access valid health information and appropriate health promoting products and services.

All students will use decision-making skills to enhance health.

All students will demonstrate effective interpersonal communication and other social skills which enhance health.

### Personal Health and Wellness

All students will practice health enhancing behaviors and avoid or reduce health risks.

- 3rd Grade

Nutrition and Physical Activity

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will analyze the influence of family, peers, culture, media, and technology on health.

All students will use goal setting skills to enhance health.

# Alcohol, Tobacco, and Other Drugs

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will practice health enhancing behaviors and avoid or reduce health risks.

All students will analyze the influence of family, peers, culture, media, and technology on health.

All students will demonstrate effective interpersonal communication and other social skills which enhance health.

## Safety

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will access valid health information and appropriate health promoting products and services.

All students will practice health enhancing behaviors and avoid or reduce health risks.

All students will analyze the influence of family, peers, culture, media, and technology on health.

### Social and Emotional Health

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will practice health enhancing behaviors and avoid or reduce health risks.

All students will analyze the influence of family, peers, culture, media, and technology on health.

All students will demonstrate effective interpersonal communication and other social skills which enhance health.

All students will demonstrate advocacy skills for enhanced personal, family, and community health.

# Personal Health and Wellness

All students will apply health promotion and disease prevention concepts and principles to

personal, family, and community health issues.

All students will practice health enhancing behaviors and avoid or reduce health risks.

All students will use goal setting skills to enhance health.

# - 4th Grade

Nutrition and Physical Activity

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will practice health enhancing behaviors and avoid or reduce health risks.

All students will analyze the influence of family, peers, culture, media, and technology on health.

All students will use goal setting skills to enhance health.

## Alcohol, Tobacco, and Other Drugs

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will practice health enhancing behaviors and avoid or reduce health risks.

All students will analyze the influence of family, peers, culture, media, and technology on health.

All students will demonstrate effective interpersonal communication and other social skills which enhance health.

### Safety

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will access valid health information and appropriate health promoting products and services.

All students will practice health enhancing behaviors and avoid or reduce health risks.

All students will analyze the influence of family, peers, culture, media, and technology on health.

### Social and Emotional Health

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will access valid health information and appropriate health promoting products and services.

All students will practice health enhancing behaviors and avoid or reduce health risks.

All students will use decision-making skills to enhance health.

All students will demonstrate effective interpersonal communication and other social skills which enhance health.

# Personal Health and Wellness

All students will practice health enhancing behaviors and avoid or reduce health risks.

## HIV Prevention

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will practice health enhancing behaviors and avoid or reduce health risks. *Growth and Development* 

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will access valid health information and appropriate health promoting products and services.

All students will practice health enhancing behaviors and avoid or reduce health risks.

## - 5th Grade

# Nutrition and Physical Activity

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will access valid health information and appropriate health promoting products and services.

All students will practice health enhancing behaviors and avoid or reduce health risks. *Alcohol, Tobacco, and Other Drugs* 

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will practice health enhancing behaviors and avoid or reduce health risks.

All students will analyze the influence of family, peers, culture, media, and technology on health.

All students will use decision-making skills to enhance health.

All students will demonstrate effective interpersonal communication and other social skills which enhance health.

Safety

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will access valid health information and appropriate health promoting products and services.

All students will practice health enhancing behaviors and avoid or reduce health risks.

All students will use goal setting skills to enhance health.

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### Social and Emotional Health

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All students will practice health enhancing behaviors and avoid or reduce health risks.

All students will use goal setting skills to enhance health.

All students will use decision-making skills to enhance health.

All students will demonstrate effective interpersonal communication and other social skills which enhance health.

All students will demonstrate advocacy skills for enhanced personal, family, and community health.

## Personal Health and Wellness

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will analyze the influence of family, peers, culture, media, and technology on health.

All students will use goal setting skills to enhance health.

# HIV Prevention

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will practice health enhancing behaviors and avoid or reduce health risks.

# Growth and Development

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will access valid health information and appropriate health promoting products and services.

All students will analyze the influence of family, peers, culture, media, and technology on health.

# - 6th Grade

## Nutrition and Physical Activity

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will practice health enhancing behaviors and avoid or reduce health risks.

All students will analyze the influence of family, peers, culture, media, and technology on health.

## Alcohol, Tobacco, and Other Drugs

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will access valid health information and appropriate health promoting products and services.

All students will practice health enhancing behaviors and avoid or reduce health risks.

All students will analyze the influence of family, peers, culture, media, and technology on health.

All students will demonstrate effective interpersonal communication and other social skills which enhance health.

All students will demonstrate advocacy skills for enhanced personal, family, and community health.

### Safety

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

All students will access valid health information and appropriate health promoting products and services.

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All students will use goal setting skills to enhance health.

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Personal Health and Wellness

All students will practice health enhancing behaviors and avoid or reduce health risks.

# HIV and STIs Prevention

# Sexuality Education

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

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All students will analyze the influence of family, peers, culture, media, and technology on health.

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# - 7th Grade

# Nutrition and Physical Activity

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All students will analyze the influence of family, peers, culture, media, and technology on health.

All students will use goal setting skills to enhance health.

All students will demonstrate advocacy skills for enhanced personal, family, and community health.

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All students will use decision-making skills to enhance health.

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# Safety

All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

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All students will practice health enhancing behaviors and avoid or reduce health risks.

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# Social and Emotional Health

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- 8th Grade

Nutrition and Physical Activity

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All students will use goal setting skills to enhance health.

All students will demonstrate advocacy skills for enhanced personal, family, and community health.

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Safety

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All students will demonstrate effective interpersonal communication and other social skills which enhance health.

All students will demonstrate advocacy skills for enhanced personal, family, and community health.

### Social and Emotional Health

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- Health Education

Nutrition and Physical Activity

Alcohol, Tobacco, and Other Drugs

Safety

Social and Emotional Health

Personal Health and Wellness

HIV Prevention

Sexuality Education

Math

- KG

Number and Operations

TLW count to 100 by ones and tens, count to 30 by twos and fives, and demonstrate that numbers up to 30 can be placed into groups of tens and ones.

TLW recognize, count, order, and compare numbers 0-30; display one-to-one correspondence within sets of 0-30 objects; write numerals to represent sets of 0-30 objects; and compare which is more than, less than, or the same when given two sets of up to 30 objects.

TLW recognize different representations of the same number, compose and decompose numbers from 2 to 10, represent situations/stories involving putting together and taking apart for totals up to 10, and write simple addition and subtraction sentences.

TLW describe, create, and extend simple number patterns and simple geometric patterns using attributes of color, shape, and size.

# Measurement

TLW compare two or more objects by length, weight, and capacity and identify common measurement tools to determine the purpose for their use.

TLW read and record time to the hour using a digital clock and an analog clock, identify daily landmark times, and know and use common words for parts of the day and relative time.

TLW recognize and state the value of pennies, nickels, dimes, and quarters.

# Geometry

TLW identify and name familiar two-dimensional and three-dimensional shapes and relate geometric shapes to objects inside and outside the classroom.

TLW use directional and positional words to describe the location of an object. *Data and Probability* 

TLW construct real and picture graphs and verbally answer questions by comparing data.

- 1st Grade

Number and Operations

TLW count, read, and write numbers by ones, twos, fives, and tens to 110 and relate them to the quantities they represent; count backward by ones from any number between 1 and 110; count to 500 by tens and hundreds; and use ordinals to identify position in a sequence.

TLW order and compare numbers to 110 and explore place value by composing and decomposing numbers to 30.

TLW understand the relationship between addition and subtraction, solve problems involving addition through 30, add three one-digit numbers, and write mathematical sentences.

TLW fluently recall addition facts to 10 + 10, solve related subtraction problems, mentally calculate sums and differences up to two-digit numbers without regrouping, and compute sums and differences through 30 using number facts and strategies.

TLW recognize fractions as being equal parts of a whole or set and use models to identify one-half, one-third, and one-fourth.

#### Measurement

TLW measure and compare lengths of objects in non-standard units, weigh common objects using a balance, determine capacity of containers, and solve simple word problems involving measurement.

TLW read, record, and relate time to the hour and half-hour using a digital clock and an analog clock in real-life situations, use a calendar to name months of the year and days of the week, and solve one-step word problems involving time.

TLW identify the different denominations of coins and bills, tell the total value of combinations of coins up to \$1 and the total value of combinations of bills up to \$100, represent equivalency of coins and bills, and solve simple word problems involving money. *Geometry* 

TLW differentiate among and create common two- and three-dimensional geometric shapes and describe their physical and geometric attributes.

TLW describe, identify, extend, and create patterns using number, shape, and size.

TLW describe relative position of objects on a plane and in space.

## Data and Probability

TLW collect and organize data, and create, read, and interpret real and picture graphs.

### - 2nd Grade

## Number and Operations

TLW read and write numbers to 1000 in numerals and words, count to 1000 by ones, twos, fives, tens, and hundreds starting with any number, and count by threes and fours starting with 0.

TLW order numbers to 1000 and compare using > and < symbols, express the place value of numbers to 1000, and relate numbers to the quantities they represent.

TLW decompose 100 into addition pairs, fluently solve addition and subtraction problems using two two-digit numbers, find missing values in open addition and subtraction sentences, and find the distance between two numbers on a number line.

TLW estimate the sum of two numbers with three digits and mentally calculate sums and differences involving three-digit numbers and ones, tens, and hundreds.

TLW demonstrate the concepts of multiplication as repeated addition, division as repeated subtraction, and multiplication and division as inverse operations and recall multiplication facts to five times five using various strategies.

TLW recognize, name, and represent commonly used fractions with denominators 12 or less, explain the inverse relationship between the size of a unit fraction and the size of the denominator, and recognize that fractions with the same numerator and denominator are equal to the whole.

### Measurement

TLW measure, compare, and add & subtract lengths of objects in meters, centimeters, yards, feet, and inches to solve problems.

TLW compute the perimeter of polygons, measure area of polygons using non-standard units, find the area of rectangles by covering with unit squares and write as a product, and solve applied problems.

TLW read and record time to five-minute intervals using a.m. and p.m. and find a time in the past or future (duration).

TLW add and subtract money in mixed units and solve simple word problems involving money.

TLW read and use the concept of temperature to solve real-life problems.

# Geometry

TLW identify, describe, compare, and classify two-dimensional and three-dimensional shapes, distinguish between curves and straight lines and curved surfaces and flat surfaces, and demonstrate slides, flips, and turns using manipulatives.

TLW find and name locations using simple coordinate systems such as maps and firstquadrant grids.

#### Data and Probability

TLW make pictographs and interpret data given on a pictograph to solve problems.

#### - 3rd Grade

#### *Number and Operations*

TLW read and write numbers to 10,000 in numerals and words and relate numbers to the quantities they represent, identify place value, use expanded notation, compare and order numbers, and differentiate numbers as odd or even.

TLW add and subtract two numbers through 999 with regrouping and through 9,999 without regrouping and use mental strategies to add and subtract two-digit numbers.

TLW estimate the sum and difference of two three-digit numbers using various strategies.

TLW demonstrate the concepts of multiplication as repeated addition and multiplication and division as inverse operations, and recall multiplication facts through ten times ten.

Given a contextual situation, TLW use multiplication or division (including remainders) to solve problems.

TLW mentally calculate simple products and quotients up to a three-digit number involving multiples of 10 by a one-digit number.

Given problems that use any one of the four operations with appropriate numbers, TLW represent the problem with objects, solve, write a mathematical statement, and use the terms sum, difference, product, or quotient to describe the answer.

TLW explain that fractions may represent a portion of a whole unit; compare and order fractions with denominators 2, 4, and 8; use equivalent fractions with denominators 2, 4, and 8; and add and subtract fractions with like denominators.

### Measurement

Using common units of measurement including mixed units, TLW measure length, weight, and capacity; explain the relationships between sizes of standard units; and solve addition and subtraction problems of like measures.

Using common units of time, TLW measure in mixed units for hours and minutes, minutes and seconds, and years and months; add and subtract mixed units of time; and solve applied problems.

TLW read thermometers and use the concept of temperature to compare to benchmark temperatures and to solve real-life problems.

TLW solve applied problems involving dollars and cents.

TLW distinguish between perimeter and area, estimate and calculate the perimeter of polygons and area of rectangles, use the appropriate unit of measure, and solve related contextual problems.

## Geometry

TLW recognize the basic elements of geometric shapes; identify, compare, classify, compose, and decompose two-dimensional shapes.

TLW identify, describe, build and classify familiar three-dimensional solids based on their component parts (faces, parallel faces, surfaces, bases, edges, vertices).

## Data and Probability

TLW construct, read and interpret bar graphs and use information in bar graphs to solve problems.

## - 4th Grade

Number and Operations

TLW read, write, order, and compare numbers through 999,999,999; relate numbers to the quantities they represent; and compose and decompose numbers using place value through millions.

TLW find all factors of a whole number through 50, list the first ten multiples of a given onedigit whole number, identify prime and composite numbers, and solve problems.

TLW demonstrate the use of the distributive property, multiply fluently any whole number by a one-digit number and a three-digit number by a two-digit number, and solve applied problems.

TLW divide numbers up to four digits by one-digit numbers and by ten, use the inverse operation (multiplication) to check solutions, find unknowns in division equations, and solve applied division problems.

TLW read, write, interpret and compare decimals through hundredths, relate decimals to money and place value decomposition, identify decimal equivalents for halves and fourths, and solve problems.

TLW understand fractions as parts of a set of objects, explain why equivalent fractions are equal, locate, compare, and order fractions on a number line, understand relationships among fractions, and write improper fractions as mixed numbers.

TLW solve problems involving the addition and subtraction of fractions with like denominators or where one denominator is a multiple of the other and solve for the unknown (variable) in addition and subtraction of fractions less than 1 with like denominators.

Using repeated addition and area or array models, TLW multiply fractions by whole numbers and solve applied problems.

TLW add and subtract decimals, multiply and divide decimals by a one digit whole number

where the result is a terminating decimal, and solve applied problems.

TLW solve applied problems using the four basic arithmetic operations fluently; estimate sums, differences, products, and quotients; know when an estimation or approximation is appropriate and reasonable; and make estimations and calculations fluently using mental math strategies.

### Measurement

TLW measure to a reasonable degree of precision using common tools, select appropriate units of measure, and convert one unit of measure to a larger or smaller unit of measure using simple calculations.

TLW use formulas to calculate perimeter and area of rectangles and combinations of rectangular shapes, measure surface area of cubes and rectangular prisms, and solve contextual problems.

### Geometry

TLW identify right angles and compare angles to right angles, identify and draw perpendicular, parallel, and intersecting lines, identify basic geometric shapes, and identify and count the faces, edges, and vertices of basic three-dimensional geometric solids and describe their faces.

TLW recognize symmetry and transformations of two dimensional shapes and objects. *Data and Probability* 

TLW order a given set of data, find the median and specify the range of values, construct tables and bar graphs from given data, and solve problems using data represented in tables and bar graphs.

#### - 5th Grade

### *Number and Operations*

TLW explain division of whole numbers with and without remainders, relate division to fractions and repeated subtraction, and write mathematical statements involving division for given situations.

TLW multiply a multi-digit number by a two-digit number, divide fluently up to a four-digit number by a two-digit number, and solve applied problems involving multiplication and division of whole numbers.

TLW find the prime factorization of numbers between 2 and 50, express numbers in exponential notation, and understand that every whole number is either prime or can be expressed as a product of primes.

TLW relate the relative magnitude of ones, tenths, and hundredths to place value, relate percentages to parts out of 100 and part of a whole as a percentage, express fractions and decimals as percentages and vice versa, and multiply whole numbers by decimals.

TLW multiply and divide whole numbers by powers of ten.

TLW add and subtract fractions using the common denominator that is the product of the denominators of the the two fractions.

TLW multiply unit fractions and divide a whole number by a fraction and a fraction by a whole number.

TLW solve applied problems involving fractions and decimals and solve for unknowns.

Given applied situations, TLW express ratios in several ways, recognize and find equivalent ratios, and find the unknown in a proportion.

### Measurement

Using models, manipulatives, or illustrations, TLW show the relationship between areas of rectangles, triangles, and parallelograms and use area formulas.

TLW find the volume of cubes and rectangular prisms and solve applied problems.

TLW make conversions within customary or metric systems and apply the concepts of linear measurement, area, volume, weight/mass, and time to solve applied problems

# Geometry

TLW identify, measure, and classify angles; find unknown angles using the properties of triangles, parallelograms, and trapezoids; and solve problems.

## Data and Probability

TLW read, interpret, and construct line graphs and solve problems.

TLW find and interpret range, mean, median, and mode in a set of data and solve multi-step problems involving means.

## - 6th Grade

*Number and Operations* 

TLW demonstrate division of fractions as the inverse of multiplication, fluently multiply and divide any two fractions, write a mathematical statement to represent a situation involving division of fractions, and solve for the unknown.

TLW order, add, subtract, multiply, and divide positive rational numbers and translate between rational forms (fractions and decimals).

TLW estimate and calculate sums, differences, products, and quotients of positive rational numbers in applied situations.

TLW explain the meaning of integers, absolute values, and fractions (including positive and negative fractions) and compute with integers to solve problems.

TLW understand and use integer exponents and express numbers in scientific notation.

TLW find equivalent ratios, percentages of numbers, and use rates, ratios, percentages, and proportions to solve real-life situations.

# Algebra

TLW write an algebraic expression or equation related to a given situation, simplify expressions of the first degree, and evaluate expressions using specific values.

TLW understand and use properties of equations to solve equations of the form ax + b = c and solve contextual problems.

TLW plot ordered pairs, use ordered pairs to graph linear equations, write equations for linear functions of the form y = mx, and represent simple relationships between quantities. *Measurement* 

TLW convert between basic units of measurement within the metric or customary systems.

TLW construct circles with given diameters or radii, measure the diameter and radius of given circles, determine circumferences, and use a grid to determine areas.

TLW construct nets for cubes and rectangular prisms and compute the surface area and volume of cubes and rectangular prisms using formulas.

# Geometry

TLW understand and apply basic properties of lines, angles, triangles, and congruence of polygons; use paper folding for geometric construction; and solve problems.

TLW perform the basic rigid motions in the plane (transformations such as rotations, reflections, translations), relate them to congruence, and apply them to solve problems. *Data and Probability* 

TLW read and interpret circle graphs, gather data, construct graphs, and formulate sentences to state conclusions which will include the use of mean, median, mode, and range in real-life situations.

TLW express probabilities as fractions, decimals, and percentages between 0 and 1, inclusive; determine probabilities empirically from simple experiments; and compute probabilities theoretically by listing all possibilities.

# - 7th Grade

### *Number and Operations*

TLW apply ratios, rates, proportions, and percents in problem solving situations.

TLW solve problems involving derived quantities such as density, velocity, and weighted averages.

TLW apply the concepts of square root and cube root, simplify expressions using order of operations, and estimate square roots and cube roots.

TLW solve problems involving operations with integers and estimate and perform computations involving rational numbers.

## Algebra

TLW understand and apply linear relationships of the form y=mx + b, directly proportional relationships of the form y = mx, and solve applied problems.

TLW calculate the slope as a ratio from the graph of a linear function, and know that the solution to a linear equation corresponds to the point at which the graph of its related function crosses the x-axis.

TLW recognize inversely proportional relationships in contextual situations, explain that the graph of y = k/x never crosses the x- nor the y-axis, and solve simple problems.

TLW use the associative, commutative, identity, inverse, zero, and distributive properties; simplify algebraic expressions of the first degree; and generate and solve linear equations of the form ax + b = c and ax + b = cx + d.

### Geometry

TLW use appropriate tools to perform basic geometric constructions.

TLW use the concepts of similarity and congruence relating to angles and sides of polygons to solve problems and understand that when two-dimensional shapes are similar with a scale factor of r, their areas are related by a factor of r squared.

## Data and Probability

TLW calculate and interpret relative and cumulative frequencies, and create, represent and interpret data in various graphs and plots.

#### - 8th Grade

### Number and Operations

TLW estimate square roots and cube roots, relate square roots to areas of squares and cube roots to volumes of cubes, and solve problems.

TLW apply the concepts of zero and negative integer exponents, express rational numbers as terminating or repeating decimals, and approximate rational and irrational numbers on a number line.

TLW solve problems in real-life situations involving percent increase or decrease, compound interest, and multiple discounts.

TLW solve problems in real-life situations involving weighted averages and ratio units. *Algebra* 

TLW identify and represent linear functions, quadratic functions, and other simple functions using tables, graphs, and equations; describe how changes in one variable affect other variable(s); and solve problems.

TLW find products of two simple binomials, recognize and apply common formulas, and factor simple quadratic expressions.

TLW relate quadratic equations and functions to their graphs, graph quadratic functions and find roots of the related equation, solve factorable quadratic equations, and solve applied problems.

TLW determine whether a given value(s) is a solution to an equation, and graph and solve applied problems involving simultaneous linear equations and linear inequalities involving one and two variables.

## Geometry

TLW use the Pythagorean Theorem and distance formula to solve problems.

TLW develop and use formulas for the circumference and area of a circle, find area and perimeter of complex figures by subdividing into basic shapes, and solve applied problems involving area and perimeter.

TLW sketch a variety of two-dimensional representations of three-dimensional solids, develop and use formulas for surface area and volume of common three-dimensional shapes and solve problems.

TLW use transformations (dilations, reflections, translations, and rotations) to solve problems involving similar and congruent polygons.

# Data and Probability

TLW justify conclusions based on data, determine which measure of central tendency best represents a data set, and recognize potential bias in presenting or analyzing data.

TLW compute relative frequency, explain the relationship of probability to relative frequency, and apply the Basic Counting Principle to find total number of possible outcomes for independent and dependent events.

# - Algebra I

# Quantitative Literacy and Logic

TLW explain properties of integer, rational, and real number systems performing and analyzing operations within each number system. (Instructional Sequence 1) *Algebra and Functions* 

TLW develop algebraic expressions that may contain exponents and roots and evaluate by substituting values for variables to justify relationships. (Instructional Sequence 2)

TLW add, subtract, multiply, and divide polynomials, and factor algebraic expressions (using greatest common factor, grouping, difference of squares and cubes, and factorable trinomials). (Instructional Sequence 3)

TLW write and solve equations and inequalities that contain one variable and solve, justify, and interpret absolute value relationships. (Instructional Sequence 4)

TLW read, interpret, and use function notation in symbolic, graphic, and tabular forms;

recognize and describe patterns involving functions; solve equations for a designated variable; identify the zeros (roots) of a function; and recognize and describe behavior as x approaches positive or negative infinity. (Instructional Sequence 5)

TLW graph lines and find the equation of a line in slope-intercept, point-slope, and standard forms; use parallel or perpendicular characteristics to find an equation of the line; and apply transformations to linear graphs. (Instructional Sequence 6)

TLW write and solve equations with two and three variables using graphing (two variable), linear combinations and substitution methods, and write and solve inequalities with two variables. (Instructional Sequence 7)

TLW use the matrix operations of addition, subtraction, multiplication, and scalar multiplication to evaluate matrix expressions, perform geometric transformations, and solve real-life situations. (Instructional Sequence 8)

TLW write the equation for and graph a parabola, identify its key elements and zeros, perform transformations, identify where a function is positive or negative, and describe the behavior of a function as x approaches positive or negative infinity. (Instructional Sequence 10)

TLW express quadratic functions in vertex, factored, and standard form, convert standard form to vertex form by completing the square, and solve quadratic equations using the quadratic formula. (Instructional Sequence 11)

TLW express directly and inversely proportional relationships as functions, identify and interpret the key features, apply transformations, and describe patterns. (Instructional Sequence 12)

TLW write, solve, graph, identify inverses, and analyze power, exponential, and radical functions; determine whether a function increases or decreases, describe the behavior of a function as x approaches positive or negative infinity, and apply in real-world situations. (Instructional Sequence 13)

TLW write, solve, graph, and analyze polynomial functions, determine whether a function increases or decreases, describe its behavior as x approaches positive or negative infinity, determine the relationship between x-intercepts and factored form, and apply transformations. (Instructional Sequence 14)

TLW identify a function as a member of a family of functions based on symbolic or graphical representation, recognizing that different families of functions have different behaviors at infinity, and model real-world situations appropriately to draw reasonable conclusions. (Instructional Sequence 15)

# Geometry and Trigonometry

Statistics and Probability

Given a context, TLW create a scatterplot, identify correlations, distinguish correlation from causation, and visually find the least squares regression line to make predictions. (Instructional Sequence 9)

## - Algebra II

Quantitative Literacy and Logic

TLW use appropriate mathematical techniques, symbols, and formulas; use and apply counting techniques; calculate measures of center; and construct graphs appropriate to given data. (Instructional Sequence 1)

TLW analyze and model sequences. (Instructional Sequence 5)

## Algebra and Functions

TLW simplify, graph, analyze, solve, and model polynomial and rational functions. (Instructional Sequence 2)

TLW apply properties of exponential and logarithmic functions in simplifying expressions, solving equations, graphing, analyzing, and modeling real-life situations. (Instructional Sequence 3)

(Extension) TLW simplify, graph, analyze, and model trigonometric functions.

### Geometry and Trigonometry

TLW simplify, graph, analyze, and model conic functions. (Instructional Sequence 4) *Statistics and Probability* 

(Extension) TLW develop and apply the concepts of probability to model and solve real-life situations.

(Extension) TLW use the basic techniques of statistical analysis to organize, present, interpret, and analyze data.

# - Geometry

Quantitative Literacy and Logic

TLW identify inductive and deductive reasoning and recognize the foundations of Euclidean geometry.

TLW know and use the terms of basic logic and apply them to the basic structure of a proof. *Algebra and Functions* 

*Geometry and Trigonometry* 

TLW solve multistep problems, write proofs, and demonstrate basic geometric constructions involving line segments and angles.

TLW solve multistep problems, construct proofs, and demonstrate geometric constructions involving triangles and their properties, including congruence and similarity.

TLW solve multistep problems, write proofs, and demonstrate relationships involving polygons, perimeters and areas.

TLW utilize the Pythagorean Theorem and trigonometric ratios and laws to solve problems involving right triangles.

TLW solve multistep problems and identify and justify arguments related to circles and their components (lines, segments, angles, and arcs).

TLW identify and sketch three-dimensional figures, their symmetries and cross sections, and solve multistep problems involving surface area and volume.

TLW identify, evaluate, and perform transformations.

# Statistics and Probability

# - Pre-Calculus

# Linear Functions

TLW know and use a definition of a function to decide if a given relation is a function. TWL identify and describe discontinuities of a function and how these relate to the graph. TLW explain how the rates of change of functions in different families differ, referring to graphical representations.

TLW perform algebraic operations (including compositions) on functions and apply transformations.

TLW write an expression for the composition of one given function with another and find the domain, range and graph of the composite function.Recognize components when a function is composed of two or more elementary functions.

TLW determine whether a function has an inverse and express the inverse if it exists. Know and interpret the function notation for inverse.

TLW determine whether two given functions are inverses, using compositions.

# Polynomial and rational Functions

TLW solve polynomial equations and inequalities of degree greater than or equal to three. Graph polynomial functions given in factored form using zeros and their multiplicities, testing the sign-on intervals and analyzing the function's large scale behavior.

TLW know and apply fundamental facts about polynomials: the Remainder Theorem, the Factor Theorem, and the Fundamental Theorem of Algebra.

TLW solve equations and inequalities involving rational functions. Graph rational functions given in factored form using zeros, identifying asymptotes, analyzing their behavior for large x values, and testing intervals.

### Exponential and Logarithmic Functions

TLW use the inverse relationship between exponential and logarithmic functions to solve equations and problems.

TLW solve exponential and logarithmic equations when possible. For those that can not be solved analytically, use graphical methods to find approximate solutions. TLW solve problems involving exponential growth and decay.

The worker problems involving exponential growth and decay.

TLW explain how the parameters of an exponential or logarithmic model relate to the data set or situation being modeled. Find a quadratic function to model a given data set of situation. *Trigonometric Functions* 

TLW define (using the unit circle), graph, and use all trigonometric functions of any angle. Convert between radian and degree measure. Calculate arc lenghs in given circles.

TLW know basic properties of the inverse trigonometric functions, including their domains and ranges.

TLW know the basic trigonometric identities for sine, cosine, and tangent (e.g. the Pythagorean identities, sum and difference formulas, co-functions relationship, double-angle and half-angle formulas)

TLW solve trigonometric equations using basic identities and inverse trigonometric functions.

TLW prove trigonometric identities and derive some of the basic ones (e.g., double-angle formula from sum and difference formulas, half-angle formula from double angle formula, etc.) *Vectors, Matrices, and Systems of Equations* 

TLW perform operations (addition, subtraction, and multiplication by scalars) on vectors in the plane.

TLW know and apply the algebraic and geometric definitions of the dot product of vectors.

TLW know the definitions of matrix addition and multiplication. add, subtract, and multiply matrices. Multiply a vector by a matrix.

TLW define the inverse of a matrix and compute the inverse of two-by-two and three-by-three matrices when they exist.

TLW explain the role of determinants in solving systems of linear equations using matrices and compute determinants of two-by-two and three-by-three matrices.

TLW write systems of two and three linear equations in matrix form. Solve such systems using Gaussian elimination or inverse matrices.

Sequence Series and Mathematical Induction

TLW know, explain, and use sigma and factorial notation.

TLW given an arithmetic, geometric, or recursively defined sequence, write an expression for the nth term when possible. Write a particular term of a sequence when given the nth term. TLW understand, explain, and use the formulas for the sum of finite arithmetic and geometric sequences.

TLW compute the sums of infinite geometric series. Understand and apply the convergence criterion for geometric series.

TLW understand and explain the principle of mathematical induction and prove statements using mathematical induction.

TLW prove the binomial theorem using mathematical induction. Show its relationship to Pascal's triangle and to combinations. Use the binomial theorem to find terms in the expansion of a binomial to a power greater than 3.

- Business Math

MC3 Social Studies

- Kindergarten

MC3

Who Am I?

Where Am I?

How Do I Get What I Need and Want?

How Do I Get Along With Others?

- 1st Grade

MC3

What is a Family?

How Do We Get What We Need or Want?

How Do We Learn About Places?

How Do We Learn About the Past?

What is a Citizen?

- 2nd Grade

MC3

What is a Community?

Where is My Community and What is it Like There? How Do Citizens Live Together in a Community? How Do People Work Together in a Community?

How Do Communities Change? How Can a Citizen Affect a Community? - 3rd Grade MC3 The Geography of Michigan The Economy of Michigan The Early History of Michigan The Growth of Michigan The Government of Michigan Public Issues Facing Michigan Citizens - 4th Grade MC3 Foundations in Social Studies The United States in Spatial Terms Human Geography in the United States **Exploring Economics** Our Federal Government Rights and Responsibilities of Citizenship - 5th Grade MC3 Our Government Three Worlds Meet Colonization and Settlement Life in Colonial America Road to Revolution The American Revolution A New Nation - 6th Grade

MC3

Foundations of Social Studies Geography of the Western Hemisphere North America: People, Places, and Issues South America: People, Places, and Issues Geography of Europe and Russia Europe & Russia: People, Places, and Issues Australia and Oceania

- 7th Grade

MC3

Geography of the Eastern Hemisphere

Africa: People, Places, and Issues

East Asia: People, Places, and Issues

Era I: The Beginnings of Human Society: Beginnings to 4000 B.C.E.

Era II: Early Civilizations and the Emergence of Pastoral Peoples: 4000 - 1000 B.C.E Era III: Classical Traditions and Major Empires: 1000 B.C.E. - 300 C.E. Era III: World Religions

- 8th Grade

# MC3

Foundations of a New Nation Challenges to an Emerging Nation Regional and Economic Growth Antebellum Reform Movements The Coming of the Civil War The Civil War Reconstruction

America in the Last Half of the 19th Century

- US History

#### MC3

Foundations - Beginnings Through Reconstruction

Growth of Industrial and Urban America

Progressivism and Reform

Becoming a World Power

The Crisis of Capitalism and Responses

World War II

The Cold War

In the Midst of the Cold War: Civil Rights and Other Domestic Policies

Growing Turmoil at Home and Abroad

The Rise of Conservatism

American in the New Global Age

- Civics and Government

MC3

Foundations of American Government

Limited Government

The Legislative Branch and Politics

The Executive Branch and World Affairs

- Economics

MC3

Fundamentals of Economics

Microeconomic Challenges

Macroeconomic Challenges

The Role of Government

- World History and Geography

MC3

Foundations of World History: Eras 1-3, Beginnings to 300 C.E.

Era 4: Expanding and Intensified Hemispheric Interactions, 300 C.E. to 1500 C.E.

Era 5: The Emergence of the First Global Age, 15th to 18th Centuries Era 6: An Age of Global Revolutions, 18th Century to 1914 Era 7: Global Crisis and Achievement, 1900 to 1945 Era 8: The Cold War and its Aftermath, 1945 to 2000 Contemporary Global Issues, Past to Present

PE

- KG

Motor Skills and Movement Patterns

Movement Concepts

Motor Skills

Aquatics

**Rhythmic Activities** 

Content Knowledge

Feedback

Movement Concepts

Motor Skills

Rhythmic Activities

Participation Inside and Outside of Physical Education

Health-Related Fitness

Physical Activity and Nutrition

Fitness and Physical Activity

Participation During Physical Education

Participation Outside of Physical Education

Health-Related Fitness

Physical Activity and Nutrition

Personal/Social Behaviors and Values

Feedback

Personal/Social Behaviors

- 1st Grade

Motor Skills and Movement Patterns

Movement Concepts

Motor Skills

Aquatics

**Rhythmic Activities** 

Content Knowledge

Feedback

Movement Concepts

Motor Skills

Outdoor Pursuits

**Rhythmic Activities** 

Participation Inside/Outside of Physical Education

Health-Related Fitness

Physical Activity and Nutrition Fitness and Physical Activity Participation During Physical Education Participation Outside of Physical Education Health-Related Fitness Physical Activity and Nutrition Personal/Social Behaviors and Values Feedback Personal/Social Behaviors - 2nd Grade Motor Skills and Movement Patterns Movement Concepts Motor Skills Aquatics **Outdoor Pursuits Rhythmic Activities** Content Knowledge Feedback Movement Concepts Motor Skills Aquatics **Outdoor Pursuits Rhythmic Activities** Participation Inside/Outside of Physical Education Health-Related Fitness Physical Activity and Nutrition Personal/Social Behaviors **Regular Participation** Individual Differences Feelings Fitness and Physical Activity Participation During Physical Education Participation Outside of Physical Education Health-Related Fitness Physical Activity and Nutrition Personal/Social Behaviors and Values Feedback Personal/Social Behaviors **Regular Participation** Individual Differences Feelings - 3rd Grade

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Motor Skills and Movement Patterns Movement Concepts Motor Skills Aquatics **Outdoor Pursuits Rhythmic Activities** Content Knowledge Feedback Movement Concepts Motor Skills Aquatics **Outdoor Pursuits Rhythmic Activities** Participation Inside/Outside of Physical Education Health-Related Fitness Physical Activity and Nutrition Personal/Social Behaviors **Regular Participation** Social Benefits Individual Differences Feelings Fitness and Physical Activity Participation During Physical Education Participation Outside of Physical Education Health-Related Fitness Physical Activity and Nutrition Personal/Social Behaviors and Values Feedback Personal/Social Behaviors **Regular Participation** Social Benefits Individual Differences Feelings - 4th Grade Motor Skills and Movement Patterns Movement Concepts Motor Skills Aquatics **Outdoor Pursuits Target Games** Invasion Games Net/Wall Games

Striking/Fielding Games **Rhythmic Activities** Content Knowledge Feedback **Movement Concepts** Motor Skills Aquatics **Outdoor Pursuits Target Games Invasion Games** Net/Wall Games Striking/Fielding Games **Rhythmic Activities** Participation Inside/Outside of Physical Education Health-Related Fitness Physical Activity and Nutrition Personal/Social Behavior **Regular Participation** Social Benefits Individual Differences Feelings Fitness and Physical Activity Participation During Physical Education Participation Outside of Physical Education Health-Related Fitness Physical Activity and Nutrition Personal/Social Behaviors and Values Feedback Personal/Social Behaviors **Regular Participation** Social Benefits Individual Differences Feelings - 5th Grade Motor Skills and Movement Patterns Movement Concepts Motor Skills Aquatics **Outdoor Pursuits Target Games** Invasion Games Net/Wall Games

Striking/Fielding Games **Rhythmic Activities** Content Knowledge Feedback Movement Concepts Motor Skills Aquatics **Outdoor Pursuits Target Games Invasion Games** Net/Wall Games Striking/Fielding Games **Rhythmic Activities** Participation Inside/Outside of Physical Education Health-Related Fitness Physical Activity and Nutrition Personal/Social Behaviors **Regular Participation** Social Benefits **Individual Differences** Feelings Fitness and Physical Activity Participation During Physical Education Participation Outside of Physical Education Health-Related Fitness Physical Activity and Nutrition Personal/Social Behaviors and Values Feedback Personal/Social Behaviors **Regular Participation** Social Benefits Individual Differences Feelings - 6th Grade Motor Skills and Movement Patterns Movement Concepts Motor Skills Aquatics **Outdoor Pursuits** Target Games Invasion Games Net/Wall Games

Striking/Fielding Games **Rhythmic Activities** Content Knowledge Feedback **Movement Concepts** Motor Skills Aquatics **Outdoor Pursuits Target Games** Invasion Games Net/Wall Games Striking/Fielding Games **Rhythmic Activities** Participation Inside/Outside of Physical Education Health-Related Fitness Physical Activity and Nutrition Personal/Social Behaviors **Regular Participation** Social Benefits Individual Differences Feelings Fitness and Physical Activity Participation During Physical Education Participation Outside of Physical Education Health-Related Fitness Physical Activity and Nutrition Personal/Social Behaviors and Values Feedback Personal/Social Behaviors **Regular Participation** Social Benefits Individual Differences Feelings - 7th Grade Motor Skills and Movement Patterns Movement Concepts Motor Skills Aquatics **Outdoor Pursuits Target Games** Invasion Games Net/Wall Games

Striking/Fielding Games **Rhythmic Activities** Content Knowledge Feedback Movement Concepts Motor Skills Aquatics **Outdoor Pursuits Target Games** Invasion Games Net/Wall Games Striking/Fielding Games **Rhythmic Activities** Participation Inside/Outside of Physical Education Health-Related Fitness Physical Activity and Nutrition Personal/Social Behaviors **Regular Participation** Social Benefits **Individual Differences** Feelings Fitness and Physical Activity Participation During Physical Education Participation Outside of Physical Education Health-Related Fitness Physical Activity and Nutrition Personal/Social Behaviors and Values Feedback Personal/Social Behaviors **Regular Participation** Social Benefits Individual Differences Feelings - 8th Grade Motor Skills and Movement Patterns Movement Concepts Motor Skills Aquatics **Outdoor Pursuits Target Games** Invasion Games Net/Wall Games

Striking/Fielding Games **Rhythmic Activities** Content Knowledge Feedback Movement Concepts Motor Skills Aquatics **Outdoor Pursuits Target Games Invasion Games** Net/Wall Games Striking/Fielding Games **Rhythmic Activities** Participation Inside/Outside of Physical Education Health-Related Fitness Physical Activity and Nutrition Personal/Social Behaviors **Regular Participation** Social Benefits Individual Differences Feelings Fitness and Physical Activity Participation During Physical Education Participation Outside of Physical Education Health-Related Fitness Physical Activity and Nutrition Personal/Social Behaviors and Values Feedback Personal/Social Behaviors **Regular Participation** Social Benefits Individual Differences Feelings Science

- KG

### Science Processes

TLW demonstrate an understanding that scientific inquiry and reasoning involves observing, questioning, investigating, recording, and developing solutions to problems by using their five senses to explore the natural world.

Physical Science

TLW describe the position and motion of an object in relation to other objects.

TLW explain that a force is a push or pull, demonstrate those forces on objects that can

move, and observe how objects fall toward the Earth.

Life Science

TLW compare living and nonliving things and identify the basic requirements for life. *Earth Science* 

TLW identify earth materials that occur in nature (rocks, sand, soil and water).

- 1st Grade

#### Science Processes

TLW demonstrate an understanding that scientific inquiry and reasoning involves observing, questioning, investigating, recording, and developing solutions to problems by using measurement tools to investigate the natural world.

#### Physical Science

TLW explain all objects and substances have physical properties that can be measured.

# Life Science

TLW identify characteristics of animals that are passed from parents to young animals based on those characteristics.

TLW identify the needs and life cycles of animals.

### Earth Science

TLW describe weather conditions, identify tools for observing and recording weather change, and describe how the Sun warms the Earth and causes weather to change over the seasons.

### - 2nd Grade

# Science Processes

TLW demonstrate an understanding that scientific inquiry and reasoning involves observing, questioning, investigating, recording, and developing solutions to problems by using measurement tools to investigate the natural world.

#### Physical Science

TLW describe objects and substances according to their properties.

TLW recognize that some objects are composed of a single substance and others are composed of more than one substance.

# Life Science

TLW identify the needs of plants, describe the life cycle of flowering plants, and identify characteristics of plants that are passed from parents to young.

# Earth Science

TLW describe the major landforms and bodies of water on the Earth's surface and the movement of water on the Earth's surface.

TLW identify sources, uses, and properties of water.

# - 3rd Grade

## Science Processes

TLW demonstrate an understanding that scientific inquiry and reasoning involves observing, questioning, investigating, recording, and developing solutions to problems by investigating gravity.

## Physical Science

TLW describe the motion of objects in terms of speed, direction, and the forces exerted on the object.

TLW explain the properties of light and sound and how people perceive these forms of energy.

Life Science

TLW classify plants on the basis of observable physical characteristics and describe the function of plant parts.

TLW classify animals on the basis of observable physical characteristics and relate those characteristics to their functions.

TLW relate characteristics and functions of observable structures of plants and animals that allow them to live in their environment.

# Earth Science

TLW identify and describe different types of materials from the Earth and their uses.

TLW identify and describe natural causes of change in the Earth's surface.

TLW identify and classify renewable and nonrenewable natural resources and describe the human impact on the environment.

# - 4th Grade

Science Processes

TLW demonstrate an understanding that scientific inquiry and reasoning involves observing, questioning, investigating, recording, and developing solutions to problems by estimating and measuring weight, mass and volume.

# **Physical Science**

TLW compare different forms of energy, describe how temperature relates to energy, and classify objects as good or poor conductors of heat and electricity.

TLW demonstrate a magnetic field and explain how objects are affected by the strength of the magnet and the distance from the magnet.

TLW demonstrate how electric energy is transferred and changed through the use of simple circuits and demonstrate magnetic effects in a simple electric circuit.

TLW compare and contrast states of matter and explain how matter can change from one state to another.

## Life Science

TLW explain how variations in physical characteristics can give organisms an advantage and how environmental changes can produce changes in food webs.

### Earth Science

TLW explain how fossils provide evidence of the history of the Earth.

TLW compare and contrast characteristics and predictable patterns of movement of the Sun, Moon, and Earth.

# - 5th Grade

Science Processes

TLW demonstrate an understanding that scientific inquiry and reasoning involves observing, questioning, investigating, recording, and developing solutions to problems by comparing and contrasting the impact of contact and non-contact forces on the motion of an object.

### Physical Science

TLW describe what happens when two forces (balanced or unbalanced) act upon an object. TLW describe the motion of an object in terms of distance, time, and direction and illustrate how motion can be represented on a graph.

Life Science

TLW identify selected body systems and explain how they work together to perform specific activities.

TLW classify organisms based on anatomical features.

TLW distinguish between inherited and acquired traits and explain the influence of the environment and genetics on the individual.

TLW explain how physical characteristics, behavioral characteristics, and environmental events affect survival of organisms.

### Earth Science

TLW explain how the Earth's position and motion cause the seasons and define a year.

TLW design a model that describes the position and relationship of the Sun, the planets, and other objects of the solar system and explain how gravity affects them.

# - 6th Grade

Science Processes

TLW demonstrate an understanding that scientific inquiry and reasoning involves observing, questioning, recording, communicating, and developing solutions to problems by identifying kinetic and potential energy and explaining the transformation between the two in simple mechanical systems.

### Physical Science

TLW explain radiation, conduction, and convection and how heat is transferred from one place to another.

TLW describe and illustrate changes in states of matter in terms of relative motion of atoms and molecules and explain conservation of mass as matter changes from state to state in a closed system.

## Life Science

TLW classify organisms based on their source of energy and describe patterns of relationships between organisms within an ecosystem.

TLW identify the interactions and interdependence of populations, communities, and ecosystems and explain the factors that affect ecosystems.

## Earth Science

TLW explain plate tectonic movement, layers of the Earth, and how a compass relates to the magnetic field of the Earth.

TLW use minerals and the rock cycle to compare and contrast the formation of rock types, compare and classify soils, explain how soils are formed, and relate the importance of soil to people.

TLW will explain how fossils provide important evidence of how life and environmental conditions have changed over time.

# - 7th Grade

Science Processes

TLW demonstrate an understanding that scientific inquiry and reasoning involves observing, questioning, investigating, recording, and developing solutions to problems by identifying evidence of chemical change.

### Physical Science

TLW classify substances by their physical and chemical properties, and explain the relationship of elements to the periodic table.

TLW identify examples of waves and explain how waves transfer energy when they interact with matter.

# Life Science

TLW explain that organisms are made of cells that may specialize for a particular purpose and that cells function in similar ways in all organisms.

TLW compare sexual and asexual reproduction of organisms for the continuation of genetic characteristics.

TLW explain the process of photosynthesis.

## Earth Science

TLW describe weather conditions and explain the influence of the atmosphere and oceans on weather and climate.

TLW explain the water cycle and analyze the flow of water in the environment.

TLW explain how human activities have consequences on the environment.

# - Earth Science

# Inquiry, Reflection, and Social Implications

TLW understand the nature of science and demonstrate an ability to practice scientific reasoning by applying it to the design, execution, and evaluation of scientific investigations and to generate new questions based on those investigations. (Instructional Sequence 1)

# Earth Systems

TLW describe the interactions within and between Earth systems and explain how these systems are interrelated. (Instructional Sequence 2)

TLW describe the impact of humans on Earth's systems as renewable and nonrenewable resources are utilized and explain how energy exists in multiple forms which can be transformed and transferred from one reservoir to another. (Instructional Sequence 11)

# Earth in Space and Time

TLW use geologic dating processes (relative age, index fossils, and radioactive dating) to explain how the Earth has changed through time. (Instructional Sequence 3)

TLW explain how the Earth and universe formed and evolved, how celestial bodies impact the Earth, and how stars evolve and generate energy. (Instructional Sequence 6) *The Solid Earth* 

TLW describe the layers of the Earth, compare the composition and physical characteristics of each layer, describe the lithosphere as being made of mobile tectonic plates, and explain the relationship of plates to earthquakes and volcanoes. (Instructional Sequence 4)

TLW relate plate tectonics to the formation of rocks and minerals and use the rock cycle to explain weathering, erosion, the formation of sediments, and how rock types can change over time. (Instructional Sequence 5)

### The Fluid Earth

TLW explain how water moves through the atmosphere, hydrosphere, and geosphere and how water resources are important to and impacted by humans. (Instructional Sequence 7)

TLW explain how the Sun and rotation of the Earth control global atmospheric and oceanic

circulation and how matter and energy are redistributed through currents, waves, and interactions with other Earth systems. (Instructional Sequence 8)

TLW explain how the hydrosphere and atmosphere affect weather patterns and how changes in atmospheric conditions can lead to severe weather. (Instructional Sequence 9)

TLW describe the structure and composition of the atmosphere and explain how changes in environmental conditions can lead to climate change. (Instructional Sequence 10)

# - Chemistry Essentials

Inquiry, Reflection, and Social Implications

TLW understand the nature of science and demonstrate an ability to practice scientific reasoning by applying it to the design, execution, and evaluation of scientific investigations of chemical reactions.

## Forms of Energy

# Energy Transfer and Conservation

### Properties of Matter

TLW describe physical and chemical properties of matter and explain phase changes according to kinetic molecular theory.

TLW categorize elements of the periodic table and explain how elements, ions, and isotopes differ in atomic structure.

# Changes in Matter

TLW predict bonding between two atoms of different elements, name the binary compound and write its formula.

TLW balance, distinguish between, and diagram exothermic and endothermic chemical reactions; classify various solutions as acidic or basic (given their pH), and predict neutralization products.

TLW draw structural formulas and isomers for simple hydrocarbon chains and recognize biological polymers.

## - Physics Essentials

### Inquiry, Reflection, and Social Implications

TLW understand the nature of science and demonstrate an ability to practice scientific reasoning by applying it to the design, execution, and evaluation of scientific investigations of force and motion.

### Motion of Objects

TLW measure, calculate, graph, and analyze the motion of an object (position, speed, and velocity) as a function of time.

# Forces and Motion

TLW explain that objects interact according to the basic forces in nature, as described by Newton's Laws, and predict the change in the motion of an object when acted upon by those forces.

# Forms of Energy and Energy Transformations

TLW identify and explain forms of energy and their transformations.

TLW predict how electric force varies between charged objects, explain the movement of electrical charges, and identify the common parts and types of circuits.

TLW explain the properties of mechanical and electromagnetic waves and predict their

behavior when interacting with various media.

# - Biology

# Inquiry, Reflection, and Social Implications

TLW understand the nature of science and demonstrate an ability to practice scientific reasoning by applying it to the design, implementation, and evaluation of scientific investigations.

# Organization and Development of Living Systems

TLW explain the structure and function of organic molecules, including carbohydrates, lipids, proteins, and nucleic acids which contain many bonds that store energy.

TLW demonstrate the relationship of cell structures, functions, and specialization to life processes.

TLW describe the processes of photosynthesis and cellular respiration (aerobic and anaerobic) and the role of ATP as it relates to these processes.

TLW explain the complex processes and interactions of cells, tissues, and organ systems that allow organisms to maintain a stable internal environment necessary for life.

# Interdependence of Living Systems and the Environment

TLW analyze the dependence of organisms on environmental resources and how matter and energy are transferred throughout ecosystems.

TLW explain factors that influence population dynamics, evaluate situations that disrupt ecosystems, and analyze the impact of humans on the environment. *Genetics* 

#### Genetics

TLW compare/contrast how genetic material is passed from cell to cell by the processes of mitosis and meiosis and explain how these processes relate to asexual and/or sexual reproduction.

TLW analyze the processes of replication and protein synthesis (transcription and translation) as it relates to DNA/RNA and explain how mutations and genetic engineering of DNA result in phenotypic changes in the organism or its offspring.

TLW predict patterns of inheritance using laws of heredity and analyze these patterns to explain variation.

### *Evolution and Biodiversity*

TLW explain evolution as the result of genetic changes within a population that occur in changing environments over time and that modern evolution includes the concepts of common descent, natural selection, and biodiversity.

# - Chemistry

## Inquiry, Reflection, and Social Implications

TLW design and conduct valid experiments, draw conclusions, and evaluate all aspects of the process. (Instructional Sequence 1)

### Forms of Energy

TLW describe the energy of electrons according to quantum theory and express the organization of the electron using electron configuration and kernel structures. (Instructional Sequence 3)

TLW explain nuclear changes, their relationship to dating and conservation of matter and energy, and analyze concepts of nuclear chemistry as related to risk/benefit issues of industry, the environment, and society. (Instructional Sequence 4)

#### Energy Transfer and Conservation

TLW predict products, write balanced equations, and describe energy changes during chemical reactions. (Instructional Sequence 6)

TLW measure, calculate, and diagram energy transfer for chemical reactions and relate entropy and enthalpy to determine the spontaneity of reactions. (Instructional Sequence 12) *Properties of Matter* 

TLW categorize elements of the periodic table and explain how elements, ions, and isotopes differ in atomic structure. (Instructional Sequence 2)

TLW predict bonding between two atoms of different elements, name the binary compound and write its formula, classify bonds as ionic, covalent, or polar covalent; and explain intermolecular forces. (Instructional Sequence 5)

TLW use stoichiometric methods to determine the relationships between atoms and molecules in elements, compounds and chemical reactions. (Instructional Sequence 7)

TLW describe physical and chemical properties of matter and explain phase changes according to kinetic molecular theory. (Instructional Sequence 8)

TLW use kinetic molecular theory to describe the behavior of gases. (Instructional Sequence 9)

#### Changes in Matter

TLW make and test solutions of various concentrations; determine the factors that affect solubility, reaction rates, and colligative properties; determine equilibrium; and apply LeChetelier's Principle to chemical systems. (Instructional Sequence 10)

Using acid-base theory, TLW write equations for various acid-base reactions and determine the pH and concentration of various samples. (Instructional Sequence 11)

TLW explain oxidation and reduction and identify examples and uses of oxidation-reduction reactions. (Instructional Sequence 13)

TLW draw structural formulas and isomers for simple hydrocarbon chains and recognize biological polymers. (Instructional Sequence 14)

#### - Physics

#### Inquiry, Reflection, and Social Implications

TLW understand the nature of science and demonstrate an ability to practice scientific reasoning by applying it to the design, execution, and evaluation of scientific investigations of force and motion.

#### Motion of Objects

TLW measure, calculate, graph, and analyze the motion of an object (position, speed, velocity, and acceleration) as a function of time.

TLW measure, calculate, graph, and analyze the motion of an object in two dimensions. *Forces and Motion* 

TLW apply Newton's Laws to predict and calculate the change in the motion of an object when acted upon by forces.

TLW describe how force, mass, and velocity affect the momentum of an object, calculate impulse, and solve simple collision problems.

TLW measure, calculate, graph, and analyze uniform circular motion and explain gravitational interactions using the Law of Universal Gravitation.

Forms of Energy and Energy Transformations

TLW identify and explain forms of energy in mechanical systems and measure and calculate work and changes in kinetic and potential energy.

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TLW explain the properties of mechanical waves; calculate wave velocity, wavelength, and frequency; and predict the behavior of mechanical waves when interacting with various media.

TLW explain the nature of light and how it interacts with matter and apply Snell's Law to calculate the path of a light ray.

TLW explain the properties of electromagnetic waves, predict their behavior when interacting with various media, and explain the relationships among electromagnetic waves, communication, and quantum theory.

TLW use Coulomb's Law to predict how electric force between charged objects varies with distance and explain how objects become charged by induction.

TLW identify types of electrical circuits, use Ohm's Law to explain and calculate the relationships in current electricity, and explain everyday applications of electric current.

TLW explain transformations from one form of energy to another and calculate thermal energy transfer.

TLW explain nuclear processes of fission, fusion, and radioactive decay and the positive and negative effects of nuclear energy.

- Environmental Science

#### SS

- KG

History

TLW use time and chronology as a means for understanding past, present, and future events.

TLW describe, analyze, and evaluate past events and the individuals involved.

#### Geography

TLW identify, describe, and compare the characteristics of environment around home and school.

Civics and Government

TLW establish personal responsibilities of citizenship.

Economics

TLW differentiate between needs and wants and goods and services.

Public Discourse, Decision Making, and Citizen Involvement

TLW identify a problem, analyze information to solve it, and present the solution to inform others.

- 1st Grade

History

TLW use time and chronology as a means for understanding past, present, and future events.

TLW investigate and compare life in the past to life in the present within families and schools.

#### Geography

TLW describe, compare, and explain relative and absolute location in the environment, constructing simple maps.

TLW describe and investigate human and physical (natural) characteristics of the school environment.

#### *Civics and Government*

TLW identify the purposes for home and school rules, and safety practices to establish personal responsibilities of citizenship.

## Economics

TLW describe and explain how individuals and families identify needs and wants and how they are provided in both the neighborhood and global marketplace.

TLW identify and describe ways people earn and spend money.

Public Discourse, Decision Making, and Citizen Involvement

TLW identify a problem, analyze information to solve it, and present the solution to inform others.

- 2nd Grade

#### History

TLW construct a historical timeline and narrative, describe changes in the local community over time, and consider differing perspectives.

### Geography

TLW construct maps to describe the physical and human characteristics of the local community and region.

TLW describe ways people interact with the environment in the local community.

TLW describe cultural diversity in the local community.

## Civics and Government

TLW explain the purposes, structure, and function of government and how it serves its citizens.

TLW describe how the Pledge of Allegiance reflects the core democratic value of Patriotism. *Economics* 

TLW identify consumer and business activity in the local community, describing the production of and trade for goods and services.

Public Discourse, Decision Making, and Citizen Involvement

TLW identify a problem, analyze information to solve it, and present the solution to inform others.

## - 3rd Grade

History

TLW use historical thinking and primary and secondary sources to construct a narrative of Michigan's history from American Indians to statehood.

TLW use historical thinking and primary and secondary sources to construct a narrative and create a timeline of Michigan's history from statehood to present day.

## Geography

TLW describe diverse groups in Michigan, why they chose to live here, and how they have preserved and built upon their cultural heritage.

TLW identify physical (natural) and human characteristics of Michigan to describe regional classification(s) and human interaction with the environment.

#### Civics and Government

TLW identify and explain the purpose and function of Michigan's government.

**Economics** 

TLW identify and explain economic activity in Michigan including interdependence and global connections.

TLW analyze how Michigan's location and natural resources influence entrepreneurial economic activity.

### Public Discourse, Decision Making, and Citizen Involvement

TLW identify a public policy issue in Michigan, analyze information to solve it, and present the solution to inform others.

### - 4th Grade

History

TLW use historical thinking and primary and secondary sources to construct a narrative and create a timeline of Michigan's history from statehood to present day.

#### Geography

TLW use geographic tools to identify, describe, and compare the physical and human characteristics of regions in the United States.

TLW investigate the stories of immigrants to the United States to describe the impact on culture and the physical environment.

#### Civics and Government

TLW identify and explain the purposes, values, and principles of American Constitutional Democracy.

TLW describe and explain the structure and function of the United States government. *Economics* 

TLW describe characteristics of a market economy, including relationships between incentives, prices, and competition.

TLW use the circular flow model to explain economic activity in the United States and the global economy.

#### Public Discourse, Decision Making, and Citizen Involvement

TLW identify a public policy issue in the U.S., analyze information to solve it, and present the solution to inform others.

#### - 5th Grade

History

TLW describe the life of peoples living in North America before European exploration.

TLW identify the causes and consequences of European exploration and colonization.

TLW describe the lives of people living in western Africa prior to the 16th century.

TLW describe the environmental, political, and cultural consequences of the interactions among European, African, and American Indian peoples in the late 15th through 17th century.

TLW compare the regional settlement patterns and describe significant developments in Southern, New England, and Mid-Atlantic colonies.

TLW analyze the development of the slave system in the Americas and its impact on the life of Africans.

TLW distinguish among and explain the reasons for regional differences in colonial America.

TLW identify the major political, economic, and ideological reasons for the American revolution.

TLW explain the multi-faced nature of the American Revolution and its consequences.

TLW explain some of the challenges faced by the new nation under the Articles of Confederation and analyze the development of the United States Constitution.

Geography

Civics and Government

## Economics

Public Discourse, Decision Making, and Citizen Involvement

TLW identify a problem, analyze information to solve it, and present the solution to inform others.

- 6th Grade

History

TLW investigate how historians think and the processes, tools, and information they use to study and communicate historical knowledge.

TLW describe the development and movement of early man throughout the Western Hemisphere to 4000 B.C.E./B.C.

TLW describe the development of societies and culture of early man throughout the Western Hemisphere, 4000 to 1000 B.C.E./B.C.

TLW describe the development of empires and cultures throughout the Western Hemisphere, 1000 B.C.E./B.C. to 300 C.E./A.D.

#### Geography

TLW investigate how geographers think and the processes, tools, and information they use to study and communicate spatial thinking and geographic knowledge.

TLW use the five themes of geography to describe the physical characteristics of places in the Western Hemisphere.

TLW use five themes of geography to describe the human characteristics, systems, and patterns of settlement of places in the Western Hemisphere.

#### Civics and Government

TLW compare various forms of government in the Western Hemisphere and explain the challenges of interaction, cooperation, and conflict.

Economics

TLW explain economic activity in the Western Hemisphere, including systems of international interdependence and the role of governments.

Public Discourse, Decision Making, and Citizen Involvement

TLW identify and investigate a public issue in the Western Hemisphere, analyze information about it, and develop a solution to present to others. (Capstone project)

## - 7th Grade

History

TLW investigate how historians think and the processes, tools, and information they use to study and communicate historical knowledge.

TLW describe the development and movement of early man throughout the Eastern Hemisphere to 4000 B.C.E./B.C.

TLW describe the development of societies and culture of early man throughout the Eastern Hemisphere, 4000 to 1000 B.C.E./B.C.

TLW describe the development of empires and cultures throughout the Eastern Hemisphere,

#### 1000 B.C.E./B.C. to 300 C.E./A.D.

#### Geography

TLW investigate how geographers think and the processes, tools, and information they use to study and communicate spatial thinking and geographic knowledge.

TLW use five themes of geography to describe the physical characteristics of places in the Eastern Hemisphere.

TLW use the five themes of geography to describe the human characteristics, systems, and patterns of settlement of places in the Eastern Hemisphere.

#### Civics and Government

TLW compare various forms of government in the Eastern Hemisphere and explain the challenges of interaction, cooperation, and conflict.

#### Economics

TLW explain economic activity in the Eastern Hemisphere, including systems of international interdependence and the role of governments.

Public Discourse, Decision Making, and Citizen Involvement

TLW identify and investigate a public issue in the Eastern Hemisphere, analyze information about it, and develop a solution to present to other. (Capstone project)

### - 8th Grade

Political and Intellectual Transformations

History

TLW describe the experiences and documents that led to the American Revolution and analyze the consequences of this event.

TLW explain the challenges faced by the new nation and analyze the development of the Constitution as a new plan for governing.

TLW analyze the challenges the new government faced and the role of political and social leaders in meeting these challenges.

TLW describe and analyze the nature and impact of the territorial, demographic, and economic growth in the early years of the new nation using maps, charts, and other evidence.

TLW analyze the growth of antebellum American reform movements.

TLW analyze and evaluate the early attempts to abolish or contain slavery and to realize the ideals of the Declaration of Independence.

TLW evaluate the multiple causes, key events, and complex consequences of the Civil War. TLW analyze the character and consequences of Reconstruction using evidence.

The wataryze the character and consequences of Reconstruction using evidence.

TLW analyze the major changes in communication, transportation, demography, and urban centers, including the location and growth of cities linked by industry and trade, in the last half of the 19th century.

TLW use historical perspective to investigate a significant historical topic from United States Eras 3-6 that continues to be an issue in the United States today.

Public Discourse, Decision Making, and Citizen Involvement

## - Economics

Economics

TLW describe, analyze, and evaluate the roles of individuals and businesses in a market economy.

TLW explain and evaluate the role of the government in a market economy.

TLW analyze economic indicators and use them to evaluate the state of the United States economy in various stages of the business, then describe, analyze, and predict how the government uses monetary and fiscal policy to direct the economy of the United States.

TLW describe, analyze, and compare the effects of economic systems and the impact they have on the international community.

TLW analyze how scarcity and opportunity cost influence personal financial and consumer decisions and use the information to develop a personal financial strategy.

## - American Government

Civics

TLW identify and explain the conceptual foundations of civic and political life.

TLW explain the origins and foundations of government of the United States of America

TLW describe how national, state, and local governments are organized and how power and responsibility are distributed, shared, and limited.

TLW investigate the meaning of citizenship in the United States of America.

TLW identify, describe, and explain the scope of and limits to the rights of citizenship in the United States.

TLW describe the roles of various groups in shaping public policy and their influence on citizen participation, and engage in meaningful projects to influence public policy.

TLW describe and evaluate the role of the United States in foreign policy.

- United States History and Geography

History

TLW review foundational United States History to 1877, including political and intellectual transformations and geographic, economic, social and demographic trends.

TLW explain the causes and consequences – both positive and negative – of the Industrial Revolution and America's growth from a predominantly agricultural, commercial, and rural nation to a more industrial and urban nation between 1870 and 1930.

TLW describe and analyze the major changes – both positive and negative – in the role the United States played in world affairs after the Civil War, and explain the causes and consequences of this changing role.

TLW select and evaluate major public and social issues emerging from the changes in industrial, urban, and global America during this period; analyze the solutions or resolutions developed by Americans, and their consequences (positive/negative – anticipated/unanticipated).

TLW evaluate the key events and decisions surrounding the causes and consequences of the global depression of the 1930s and World War II.

TLW examine the causes and course of World War II, and the effects of the war on United States society and culture, including the consequences for United States involvement in world affairs.

TLW identify, analyze, and explain the causes, conditions, and impact of the Cold War Era on the United States.

TLW examine, analyze, and explain demographic changes, domestic policies, conflicts, and tensions in Post- WWII America.

TLW examine and analyze the Civil Rights Movement using key events, people, and

organizations.

TLW explain the impact of globalization on the United States' economy, politics, society and role in the world.

TLW examine the shifting role of United States on the world stage during the period from 1980 to the present and compose a persuasive essay about a public policy issue.

#### *Foundations*

- World History and Geography

History

TLW compare hunter gatherers, pastoral nomads, and ancient civilizations

TLW explain the growth of civilizations and world religions and the nature of interactions between cultural, social, and/or religious groups prior to 300 C.E.

TLW explain and analyze challenges to the internal development and external interdependence of societies and dynasties.

TLW identify and explain the origins of world religions and analyze their growth.

TLW explain and analyze the internal and external forces that contributed to the growth and decline of Europe in Era Four.

TLW investigate common forces of change and the characteristics that led to the development of African culture in Era Four.

TLW analyze the impact of global trade, politics, and religion on the cultures in Asia, Russia, Europe and the Americas in Era Five.

TLW analyze major global political, religious, cultural, and economic effects on Europe in Era Five.

TLW analyze colonial transformations in Latin America as a result of global political, religious, cultural, and economic factors.

TLW describe and analyze increasing global connections resulting in political, economic, and social outcomes.

TLW compare social, economic, and political systems that impacted regional and local developments.

TLW describe the rise of global power in Europe and analyze regional responses to imperialism.

TLW analyze the causes, characteristics, and long-term consequences of WWI.

TLW describe and analyze the effects of the social, political, and economic factors that arose in the time between WWI and WWII.

TLW analyze the causes, course, characteristics, and immediate consequences of WWII.

TLW describe the major factors that contributed to conflicts in the Cold War.

TLW analyze the effects of the Cold War on various regions of the world.

TLW use graphic data to explain and analyze the global impact of the Cold War on today's world (political, economic, social, and geographic).

TLW explain the causes and consequences of global changes in population and natural resources.

TLW define and evaluate the process of globalization and the development and continuing challenges of new conflicts.

Foundations

## - Psychology

Psychology

TLW summarize significant contributions to the field of psychology and analyze the scientific method.

TLW analyze a given stimulus situation to determine the components of the nervous and endocrine systems involved and graphically depict and define these components in a sequential format.

TLW use the principles of conditioning to create and implement a plan that will increase or decrease a specific behavior.

TLW analyze cognitive, emotional, social, and physical stages of human development.

TLW analyze and evaluate major theories of personality.

TLW understand the historical treatment of the mentally ill and differentiate between various types of abnormal behavior and applicable therapies.

TLW identify and analyze major types of stress and develop positive strategies for coping.

- Sociology

Sociology

TLW summarize significant contributions to the field of sociology and analyze the scientific method.

TLW investigate dynamics of mainstream culture and subcultures as related to communication, expectation and change.

TLW analyze individuals and groups within society as related to roles, status, power, prestige, and social mobility.

TLW investigate the nature, causes, extent, and possible solutions to prejudice and discrimination existing in the United States.

TLW investigate how existing and emerging social institutions effect and are affected by change.

TLW analyze the nature and causes of social problems and suggest possible prevention strategies or solutions.

- Street Law

Technology 2009

- KG

Creativity and Innovation

Creativity and Innovation - By the end of grade 2 each student will:

Communication and Collaboration

Communication and Collaboration - By the end of grade 2 each student will:

Research and Information Literacy

Research and Information Literacy - By the end of grade 2 each student will:

Critical Thinking, Problem Solving, and Decision Making

Critical Thinking, Problem Solving, and Decision Making - By the end of grade 2 each student will:

Digital Citizenship

Digital Citizenship - By the end of grade 2 each student will:

Technology Operations and Concepts - By the end of grade 2 each student will:

- 1st Grade

Creativity and Innovation

Creativity and Innovation - By the end of grade 2 each student will:

Communication and Collaboration

Communication and Collaboration - By the end of grade 2 each student will: *Research and Information Literacy* 

Research and Information Literacy - By the end of grade 2 each student will:

Critical Thinking, Problem Solving, and Decision Making

Critical Thinking, Problem Solving, and Decision Making - By the end of grade 2 each student will:

Digital Citizenship

Digital Citizenship - By the end of grade 2 each student will:

Technology Operations and Concepts

Technology Operations and Concepts - By the end of grade 2 each student will:

- 2nd Grade

Creativity and Innovation

Creativity and Innovation - By the end of grade 2 each student will:

Communication and Collaboration

Communication and Collaboration - By the end of grade 2 each student will:

Research and Information Literacy

Research and Information Literacy - By the end of grade 2 each student will:

Critical Thinking, Problem Solving, and Decision Making

Critical Thinking, Problem Solving, and Decision Making - By the end of grade 2 each student will:

Digital Citizenship

Digital Citizenship - By the end of grade 2 each student will:

Technology Operations and Concepts

Technology Operations and Concepts - By the end of grade 2 each student will:

- 3rd Grade

Creativity and Innovation

Creativity and Innovation - By the end of grade 5 each student will:

Communication and Collaboration

Communication and Collaboration - By the end of grade 5 each student will:

Research and Information Literacy

Research and Information Literacy - By the end of grade 5 each student will:

Critical Thinking, Problem Solving, and Decision Making

Critical Thinking, Problem Solving, and Decision Making —By the end of grade 5 each student will:

Digital Citizenship

Digital Citizenship — By the end of grade 5 each student will:

Technology Operations and Concepts—By the end of grade 5 each student will:

- 4th Grade

Creativity and Innovation

Creativity and Innovation - By the end of grade 5 each student will:

Communication and Collaboration

Communication and Collaboration - By the end of grade 5 each student will:

Research and Information Literacy

Research and Information Literacy - By the end of grade 5 each student will:

Critical Thinking, Problem Solving, and Decision Making

Critical Thinking, Problem Solving, and Decision Making —By the end of grade 5 each student will:

Digital Citizenship

Digital Citizenship — By the end of grade 5 each student will:

Technology Operations and Concepts

Technology Operations and Concepts—By the end of grade 5 each student will:

- 5th Grade

Creativity and Innovation

Creativity and Innovation - By the end of grade 5 each student will:

Communication and Collaboration

Communication and Collaboration - By the end of grade 5 each student will:

Research and Information Literacy

Research and Information Literacy - By the end of grade 5 each student will:

Critical Thinking, Problem Solving, and Decision Making

Critical Thinking, Problem Solving, and Decision Making —By the end of grade 5 each student will:

Digital Citizenship

Digital Citizenship — By the end of grade 5 each student will:

Technology Operations and Concepts

Technology Operations and Concepts—By the end of grade 5 each student will:

- 6th Grade

Creativity and Innovation

Creativity and Innovation — By the end of grade 8 each student will:

Communication and Collaboration

Communication and Collaboration - By the end of grade 8 each student will:

Research and Information Literacy

Research and Information Literacy - By the end of grade 8 each student will:

Critical Thinking, Problem Solving, and Decision Making

Critical Thinking, Problem Solving, and Decision Making —By the end of grade 8 each student will:

Digital Citizenship

Digital Citizenship—By the end of grade 8 each student will:

Technology Operations and Concepts — By the end of grade 8 each student will:

- 7th Grade

Creativity and Innovation

Creativity and Innovation — By the end of grade 8 each student will:

Communication and Collaboration

Communication and Collaboration - By the end of grade 8 each student will: *Research and Information Literacy* 

Research and Information Literacy - By the end of grade 8 each student will: *Critical Thinking, Problem Solving, and Decision Making* 

Critical Thinking, Problem Solving, and Decision Making —By the end of grade 8 each student will:

Digital Citizenship

Digital Citizenship—By the end of grade 8 each student will:

Technology Operations and Concepts

Technology Operations and Concepts — By the end of grade 8 each student will:

- 8th Grade

Creativity and Innovation

Creativity and Innovation — By the end of grade 8 each student will:

Communication and Collaboration

Communication and Collaboration - By the end of grade 8 each student will:

Research and Information Literacy

Research and Information Literacy - By the end of grade 8 each student will:

Critical Thinking, Problem Solving, and Decision Making

Critical Thinking, Problem Solving, and Decision Making —By the end of grade 8 each student will:

Digital Citizenship

Digital Citizenship—By the end of grade 8 each student will:

Technology Operations and Concepts

Technology Operations and Concepts — By the end of grade 8 each student will:

- 9th Grade

Creativity and Innovation

Creativity and Innovation — By the end of grade 12 each student will:

Communication and Collaboration

Communication and Collaboration — By the end of grade 12 each student will: *Research and Information Literacy* 

Research and Information Literacy — By the end of grade 12 each student will: *Critical Thinking, Problem Solving, and Decision Making* 

Critical Thinking, Problem Solving, and Decision Making —By the end of grade 12 each student will:

Digital Citizenship

Digital Citizenship—By the end of grade 12 each student will:

Technology Operations and Concepts — By the end of grade 12 each student will:

- 10th Grade

Creativity and Innovation

Creativity and Innovation — By the end of grade 12 each student will:

Communication and Collaboration

Communication and Collaboration — By the end of grade 12 each student will: *Research and Information Literacy* 

Research and Information Literacy — By the end of grade 12 each student will: *Critical Thinking, Problem Solving, and Decision Making* 

Critical Thinking, Problem Solving, and Decision Making —By the end of grade 12 each student will:

Digital Citizenship

Digital Citizenship—By the end of grade 12 each student will:

Technology Operations and Concepts

Technology Operations and Concepts — By the end of grade 12 each student will:

- 11th Grade

Creativity and Innovation

Creativity and Innovation — By the end of grade 12 each student will:

Communication and Collaboration

Communication and Collaboration — By the end of grade 12 each student will:

Research and Information Literacy

Research and Information Literacy — By the end of grade 12 each student will: *Critical Thinking, Problem Solving, and Decision Making* 

Critical Thinking, Problem Solving, and Decision Making —By the end of grade 12 each student will:

Digital Citizenship

Digital Citizenship—By the end of grade 12 each student will:

Technology Operations and Concepts

Technology Operations and Concepts — By the end of grade 12 each student will:

- 12th Grade

Creativity and Innovation

Creativity and Innovation — By the end of grade 12 each student will:

Communication and Collaboration

Communication and Collaboration — By the end of grade 12 each student will: *Research and Information Literacy* 

Research and Information Literacy — By the end of grade 12 each student will: *Critical Thinking, Problem Solving, and Decision Making* 

Critical Thinking, Problem Solving, and Decision Making —By the end of grade 12 each student will:

Digital Citizenship

Digital Citizenship—By the end of grade 12 each student will:

Technology Operations and Concepts — By the end of grade 12 each student will: UDL Principles

- K-12

Provide Multiple Means of Representation

Provide Options For Perception

Provide Options For Language and Symbols

Provide Options For Comprehension

Provide Multiple Means of Action and Expression

Provide Options For Physical Action

Provide Options For Expressive Skills and Fluency

Provide Options For Executive Functions

Provide Multiple Means of Engagement

Provide Options Ror Recruiting Interest

Provide Options For Sustaining Effort and Persistence

Provide Options For Self-Regulation

Visual Arts Music Dance and Theater

- KG

Dance

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts.

Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

Music

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

All students will analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts. Recognize, analyze, and describe connections among the arts; between the arts and other

disciplines; between the arts and everyday life.

Theater

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts. Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

#### Visual Arts

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts. Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

- 1st Grade

## Dance

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts.

Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

#### Music

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts.

Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

#### Theater

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts.

Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

#### Visual Arts

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts.

Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

#### - 2nd Grade

Dance

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts.

Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

## Music

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts. Recognize, analyze, and describe connections among the arts; between the arts and other

disciplines; between the arts and everyday life.

## Theater

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts.

Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

### Visual Arts

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts. Recognize, analyze, and describe connections among the arts; between the arts and other

disciplines; between the arts and everyday life.

- 3rd Grade

Dance

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts. Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

Music

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts. Recognize, analyze, and describe connections among the arts; between the arts and other

#### disciplines; between the arts and everyday life.

#### Theater

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Analyze and describe the arts in their historical, social, and cultural contexts.

Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

Visual Arts

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Analyze and describe the arts in their historical, social, and cultural contexts.

Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

- 4th Grade

Dance

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts.

Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

Music

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts. Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

Theater

Apply skills and knowledge to perform in the arts.

All students will apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts. Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

Visual Arts

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts. Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

#### - 5th Grade

Music

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts. Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

Dance

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts. Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

## Theater

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts. Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

#### Visual Arts

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts. Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

- 6th Grade

Dance

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts.

Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

Music

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts. Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

#### Theater

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts.

Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

Visual Arts

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts.

Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

- 7th Grade

Dance

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts.

Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

## Music

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts.

Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

## Theater

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts.

Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

## Visual Arts

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts. Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

#### - 8th Grade

Dance

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts.

Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

### Music

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts.

Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

### Theater

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts. Recognize, analyze, and describe connections among the arts; between the arts and other

disciplines; between the arts and everyday life.

#### Visual Arts

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts.

Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

#### - HS

Dance

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts.

Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

#### Music

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts.

Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

#### Theater

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts. Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

Visual Arts

Apply skills and knowledge to perform in the arts.

Apply skills and knowledge to create in the arts.

Analyze, describe, and evaluate works of art.

Understand, analyze, and describe the arts in their historical, social, and cultural contexts. Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

World Languages Advanced

- Communication

Interpersonal Communication

Interpersonal Speaking/Listening or Signed (SL)

Interpersonal Reading/Writing (RW)

Interpretive Communication

Interpretive Language - Listening (L) or Signed (SL)

Interpreting Written Language - Reading (R)

Presentational Communication

Presentational Language - Speaking (S) or Signed (SL)

Presentational Language - Writing (W)

- Cultures

*Practices and Perspectives* 

Understanding the impact of historic events and governmental systems within the target cultures (H)

Understanding the role of family and community within the target culture(s) (F)

Understanding education, employment, and the economy in the target cultures (E)

Products and Perspectives

Understanding the impact of geography and natural resources on the target cultures (G) Understanding the importance of cultural and creative heritage within the target cultures (C) Understanding the artifacts associated with family and community life within the target culture(s) (F)

Understanding the artifacts associated with education, employment, and the economy in the target cultures (E)

- Connections

Knowledge

Knowledge

Point of View

Point of View

- Comparisons

Comparing Languages

Comparing Languages

Comparing Cultures

Comparing Cultures

- Communities

Use of Language

Use of Language

Personal Enrichment

Personal Enrichment

World Languages Intermediate

- Communication

Interpersonal Communication

Interpersonal Speaking/Listening or Signed (SL) Interpersonal Reading/Writing (RW)

Interpretive Communication

Interpretive Language - Listening (L) or Signed (SL)

Interpreting Written Language-Reading (R)

Presentational Communication

Presentational Language - Speaking (S) or Signed (SL)

Presentational Language - Writing (W)

- Cultures

Practices and Perspectives

Understanding the impact of historical events and governmental systems with the target cultures (H)

Understanding the role of family and community within the target culture(s) (F) Understanding education, employment and the economy in the target cultures

Products and Perspectives

Understanding the impact of geography and natural resources on the target cultures (G) Understanding the importance of cultural and creative heritage within the target cultures (C) Understanding the artifacts associated with family and community life within the target culture(s) (F)

Understanding the artifacts associated with education, employment, and the economy in the target cultures (E)

- Connections

Knowledge

Knowledge

Point of View

Point of View

- Comparisons

Comparing Languages

Comparing Languages

Comparing Cultures

Comparing Cultures

- Communities

Use of Language

Use of Language

Personal Enrichment Personal Enrichment

World Languages Novice

- Communication

Interpersonal Communication

Interpersonal Speaking/Listening or Signed (SL)

Interpersonal Reading/Writing (RW)

Interpretive Communication

Interpretive Language - Listening (L) or Signed (SL)

Interpreting Written Language - Reading (R)

Presentational Communication

Presentational Language - Speaking (S) or Signed (SL) Presentational Language - Writing (W)

- Cultures

Practices and Perspectives

Understanding the impact of historic events and governmental systems within the target cultures (H)

Understanding the role of family and community within the target culture(s) (F) Understanding education, employment, and the economy in the target cultures (E)

**Products and Perspectives** 

Understanding the impact of geography and natural resources on the target cultures Understanding the importance of cultural and creative heritage within the target cultures

Understanding the artifacts associated with family and community life within the culture(s) (F)

Understanding the artifacts associated with education, employment, and the economy in the target cultures (E)

- Connections

Knowledge

Knowledge

Point of View Point of View

- Comparisons

Comparing Languages

Comparing Languages

Comparing Cultures

Comparing Cultures

- Communities

Use of Language

Use of Language Personal Enrichment Personal Enrichment

## **SECTION E**

## **METHODS OF PUPIL ASSESSMENT**

#### Methods of Pupil Assessment

Students will participate in M-Step and MME testing at all grade levels prescribed by the State of Michigan. Special Education students may participate in alternative assessment programs in compliance with State assessment procedures established by the Michigan Department of Education.

Required testing includes the following: MME (includes SAT) Grade 11 ACT PLAN Grade 10 ACT Explore Grade 8 and Grade 9 SMARTER Assessment CCSS: 2014-2015

#### M-Step Grades 3-9

Assessing overall school achievement includes comparing student's academic performances with students' performances from other local and state schools. This comparison will be done using the statewide MEAP.

#### **NWEA MAP Grades 2-8**

NWEA MAP is a computer-adaptive test that lets the school pinpoint proficiency level of students in Reading, Mathematics, and Science. MAP data is used as an indicator of M-Step success. MAP is administered at least three times per year.

#### **DRA Reading Assessment Grades K-2**

#### **DRA** – Developmental Reading Assessment

The DRA is a research-based assessment used to determine the child's independent reading level. It enables teachers to systematically observe, record, and evaluate change in student reading performance and to plan for and teach what each student needs to learn next. The DRA helps teachers pinpoint students' strengths and reading abilities in a one-on-one conference. The classroom teacher will have the opportunity for all students to read independently and to process texts.

Students will participate in DRA testing at least 3 times a year.

## **SECTION F**

## **APPLICATION AND ENROLLMENT OF STUDENTS**

## Bradford Academy

## **Enrollment Limits**

The Academy will offer pre-kindergarten through twelfth grade. The maximum enrollment shall be 1700 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.

## **Bradford Academy**

## **Application Process**

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

## **Bradford Academy**

## **Re-enrolling Students**

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

## **Bradford Academy**

## **Random Selection Drawing**

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

Prior to the application period, the Academy shall:

- Establish written procedures for conducting a random selection drawing.
- Establish the maximum number of spaces available per grade or grouping level.
- Establish the date, time, place and person to conduct the random selection drawing.
- Notify the Charter Schools Office of both the application period and the date of the random selection drawing, if needed. The Charter Schools Office may have a representative on-site to monitor the random selection drawing process.

The Academy shall use a credible, neutral "third party" such as a CPA firm, government official, ISD official or civic leader to conduct the random selection drawing. Further, the Academy shall:

- Conduct the random selection drawing at a public meeting where parents, community members and the public may observe the process.
- Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.

The Academy shall notify applicants not chosen in the random selection drawing that they were not selected and that their name has been placed on the Academy's official waiting list for openings that may occur during the academic year. Students shall appear on the official waiting list in the order they were selected in the random selection drawing.

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## SECTION G

# SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

## SECTION 7g: SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

### School Calendar

The Academy's school calendar shall comply with the Code and the School Aid Act of 1979. The Academy Board must submit a copy of the Academy's school calendar to the College Board.

## School Day Schedule

The Academy Board must structure the Academy's school day schedule to meet the required number of instructional days and hours as set forth in the Code and the Act. The Academy Board must submit the school day schedule to the College Board prior to the commencement of each academic year.

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## **SECTION H**

## AGE OR GRADE RANGE OF PUPILS

## SECTION 7h: AGE OR GRADE RANGE OF PUPILS

The Academy will enroll students in pre-kindergarten through twelfth grade. The Academy 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.

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.

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