BAY MILLS COMMUNITY COLLEGE

A CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY AND RELATED DOCUMENTS

ISSUED BY

BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS

(AUTHORIZING BODY)

TO

FLEX TECH HIGH SCHOOL SHEPHERD (A PUBLIC SCHOOL ACADEMY)

July 1, 2018

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Tab A

RESOLUTION

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

RESOLUTION NO. 17-16 Approval of Charter School Application for Morey New Tech High School, Selection of Initial Board Members, Authorization to Organize and Consideration of Issuance of a Public School Academy Contract

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

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

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

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

WHEREAS, the College Board, having received an application from Morey New Tech High School for organizing a public school academy as well as the qualifications of potential board members the College Board and/or its designee having reviewed the application and potential board member qualifications according to the provisions set forth by the Michigan Legislature;

NOW, THEREFORE, BE IT RESOLVED:

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

- (i) The College Board shall appoint the initial and subsequent academy board of directors by resolution. The CSO Director shall thereafter recommend nominees to the College Board based upon a review of the *Application for Academy Board Appointment*.
- (ii) The academy board of directors, by resolution and majority vote, shall nominate its subsequent members, except as provided otherwise. The academy board of directors shall recommend to the College Board at least one nominee for each vacancy. Nominees shall submit the *Application for Academy Board Appointment* for review by the CSO Director. The College Board shall appoint the subsequent members of the academy board of directors by resolution, except as prescribed by subparagraph A (iv) of this resolution.
- (iii) An individual appointed to fill a vacancy created other than by the expiration of a term shall be appointed for the unexpired term of that vacant position.
- (iv) Under exigent conditions, and with the approval of the College Board's president, the CSO Director may appoint a qualified individual to an academy's board of directors. 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 this provision.
- B. <u>Length of Term</u>. The term of each position of the academy board of directors shall be for a period of three (3) years, except the terms of the initial positions of the academy board of directors which shall be staggered in accordance with the policies established and administered by the CSO Director. All appointments shall be for a period of three (3) years, except appointments made to fill the positions of the initial academy board of directors and an appointment made to complete the unexpired term of a vacant position.
- C. <u>Number of Directors</u>. The number of member positions on the academy board of directors shall not be less than five (5) nor more than nine (9). If the academy board of directors fails to maintain its full membership by making appropriate and timely nominations, the College Board or its designee may deem that failure an exigent condition.
- D. <u>Prerequisite Qualifications of Members.</u> Before individuals become members of an academy's board of directors, the nominee must: (a) be recommended by a resolution and majority vote of the academy board, except as prescribed in subparagraph A(iv) of this; (b) submit the *Application for Academy Board Appointment* which must include authorization to process a criminal background check; (c) be recommended for appointment by the CSO Director; (d) be appointed by the College Board or its designee; (e) take the oath of office; (f) sign and file the *Oath*

of Public Office with the CSO Director. Prerequisites qualifications (a), (b), and (c) shall not apply to the initial board of directors.

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

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

James Shoemaker, Jr. 3062 St. Andrew Dr. Mt. Pleasant, MI 48858	3 Year Term
David Forquer 483 M46 Edmore, MI 48829	3 Year Term
Benjamin DeGrow 2201 Sylvan Lane Midland, MI 48640	2 Year Term
Amanda Foster 519 Herbert St. Blanchard, MI 49310	2 Year Term
Matthew Miller 745 Eastwood Dr. Clare, MI 48617	1 Year Term

3. The College Board approves and authorizes the execution of a contract to charter a public school academy to the Academy not to exceed a term of eight (8) years and authorizes the CSO Director to issue a contract to charter a public school academy and related documents to the Academy, provided that, before execution of the Contract, the CSO Director affirms that:

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

I, the undersigned, as Secretary of the Bay Mills Community College Board of Regents, do hereby certify the foregoing resolution was adopted by the Bay Mills Community College Board of Regents at a public meeting held on the 28^{th} day of April, 2017 with a vote of <u>5</u> for, <u>0</u> opposed, and <u>1</u> abstaining.

Randy Touchtone, Secretary

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

RESOLUTION NO. 18-10 Approval to Amend the Morey New Tech High School Application to Reflect a Change in Name

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, in Resolution 17-16, the College Board approved the Morey New Tech High School's (the "Academy") Application to Charter a Public School Academy (the "Charter Application") and selection of the initial board members, authorization to organize, and consideration of issuance of a public school academy contract; and

WHEREAS, the Academy has subsequently asked the College Board to amend the Charter Application to change the Academy's name from "Morey New Tech High School" to "FlexTech High School – Shepherd."

NOW, THEREFORE, BE IT RESOLVED, the College Board approves the amended Charter Application changing the Academy's name from "Morey New Tech High School" to "FlexTech High School – Shepherd."

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 27^{th} day of April, 2018 with a vote of <u>5</u> for, <u>0</u> opposed, and <u>1</u> abstaining.

Brian Kinney, Secretary

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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 l_0 for, 0 opposed, and 1 abstaining.

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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 nominces 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 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.

Tenure

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

Resignation

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

Board Vacancies

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

Compensation

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

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

Tab B

CONTRACT TERMS AND CONDITIONS

TERMS AND CONDITIONS

OF CONTRACT

DATED: JULY 1, 2018

ISSUED BY

THE BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS

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FLEX TECH HIGH SCHOOL SHEPHERD

CONFIRMING THE STATUS OF

FLEX TECH HIGH SCHOOL SHEPHERD

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MICHIGAN PUBLIC SCHOOL ACADEMY

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

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

- (a) "Academy" means the Michigan nonprofit corporation named Flex Tech High School Shepherd which is established as a public school academy pursuant to this Contract.
- (b) "Academy Board" means the Board of Directors of the Academy.
- (c) "Accountability Plan" means a Community District accountability plan established, implemented and administered by the State School Reform/Redesign Officer under section 390 of the Code, MCL 380.390.
- (d) "Applicable Law" means all state and federal law applicable to public school academies.

- (e) "Application" means the public school academy application and supporting documentation submitted to the College Board for the establishment of the Academy and supplemented by material submitted pursuant to the College Board's requirements for reauthorization.
- (f) "Authorizing Resolution" means the Resolutions adopted by the College Board on April 28, 2017
- (g) "Charter Schools Office Director" or "CSO Director" means the person designated by the College Board to administer the operations of the Charter Schools Office.
- (h) "Charter Schools Office" or "CSO" means the office designated by the College Board as the initial point of contact for public school academy applicants and public school academies authorized by the College Board. The Charter Schools Office is also responsible for administering the College Board's responsibilities with respect to the Contract.
- (i) "Code" means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- (j) "College" means Bay Mills Community College, a federally tribally controlled community college that is recognized under the tribally controlled colleges and universities assistance act of 1978, 25 USC 1801 et seq., and which has been determined by the Michigan Department of Education to meet the requirements for accreditation by a recognized regional accreditation body.
- (k) "College Board" means the Bay Mills Community College Board of Regents, an authorizing body as designated under Section 501 of the Code, MCL 380.501 et seq.
- "College Board Chairperson" means the Chairperson of the Bay Mills Community College Board of Regents or his or her designee. In Section 1.1(m) below, "College Board Chairperson" means the Board Chairperson of the Bay Mills Community College Board of Regents.
- (m) "College Charter Schools Hearing Panel" or "Hearing Panel" means such person(s) as designated by the College Board Chairperson.
- (n) "Community District" means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (o) "Conservator" means the individual appointed by the College President in accordance with Section 10.10 of these Terms and Conditions.

- (p) "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.
- (q) "Director" means a person who is a member of the Academy Board of Directors.
- (r) "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.
- (s) "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.
- (t) "Fund Balance Deficit" means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing by the Academy or a monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- (u) "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.
- (v) "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.

- (w) "Master Calendar" or "MCRR" means the Master Calendar of Reporting Requirements developed and administered by the Charter Schools Office setting forth a reporting time line for certain governance, financial, administrative, facility and educational information relating to the Academy. The Charter Schools Office Director may, at any time and at his or her sole discretion, amend the Master Calendar. Upon amendment, changes to the Master Calendar shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (x) "President" means the President of Bay Mills Community College or his or her designee.
- (y) "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.
- "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, <u>Schedule 7</u>: Required Information for Public School Academies and <u>Schedule 8</u>: Partnership Agreement.
- (aa) "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.
- (bb) "State School Reform/Redesign Office" means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02, codified at MCL 18.445, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-02, codified at MCL 388.1282.
- (cc) "State School Reform/Redesign Officer" means the officer described in Section 1280c(9) of the Code, MCL 380.1280c(9), and authorized to act as the superintendent of the State School Reform/Redesign District under Section 1280c(6)(b) of the Code, MCL 380.1280c(6)(b).
- (dd) "Superintendent" means the Michigan Superintendent of Public Instruction.

(ee) "Terms and Conditions" means this document entitled "Terms and Conditions of Contract, Dated July 1, 2018, Issued by the Bay Mills Community College Board of Regents to Flex Tech High School Shepherd Confirming the Status of Flex Tech High School Shepherd as a Michigan Public School Academy."

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

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

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

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

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

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

ARTICLE II

RELATIONSHIP BETWEEN THE ACADEMY AND THE COLLEGE BOARD

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

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

Section 2.3. <u>Financial Obligations of the Academy Are Separate From the State of</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 any time and at its sole discretion, the College Board may amend the Resolution. Upon College Board approval, changes to the Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

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

College Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 3.

Section 3.3. <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.

The College Board authorizes the Section 3.6. Authorization of Employment. 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 term of this Contract and shall terminate in the event this Contract is revoked or terminated. In no event may an Academy employee's employment contract term, inclusive of automatic renewals, extend beyond the term of this Contract.

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

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

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

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

Section 3.11. <u>Authorizing Body Contract Authorization Process</u>. Pursuant to the Code, the College Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract term set forth in Section 12.9 without any further action of either the Academy or the College Board. The Academy shall seek a new contract by making a formal request to the College Board in writing at least two years prior to the end of the Contract term. The College Board shall provide to the Academy a description of the timeline and process by which the Academy may be considered for issuance of a new contract. The timeline and process for consideration of whether to issue a new contract to the Academy shall be solely determined by the College Board. The standards for the issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the College Board as the most important factor of whether to issue or not issue a new contract 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 convert the Academy to a School of Excellence, then the College Board may invite the Academy to submit an application to apply for a contract to convert the Academy to a school of excellence. In accordance with the Code, the College Board shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

ARTICLE IV

REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY

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

Section 4.2. <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 Academy's mission and status of operating a public school academy or that would not jeopardize the eligibility of the Academy for state school aid funds.

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

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

- (a) An individual simultaneously serving as an Academy Board member and as an owner, officer, director, employee or consultant of or independent contractor to an Educational Service Provider or an employee leasing company, or a subcontractor to an Educational Service Provider or an employee leasing company that has an ESP agreement with the Academy;
- (b) An individual simultaneously serving as an Academy Board member and an Academy employee;
- (c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;
- (d) An individual simultaneously serving as an Academy Board member and a member of the governing board of another public school; and
- (e) An individual simultaneously serving as an Academy Board member and a College official, employee, or paid consultant, as a representative of the College.
- (f) An individual simultaneously serving as an Academy Board member and having an ownership or financial interest in any school building leased or subleased to the Academy.

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

- (a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-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; or
 - (iv) Has an ownership or financial interest in any school building lease or sublease agreement with the Academy.
- (b) The Academy Board shall require each individual who works at the Academy to annually disclose any familial relationship with any other individual who works at, or provides services to, the Academy. For purposes of this sub-section, familial relationship means a person's

mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner.

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

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

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

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

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. To the extent applicable, pupil performance at the Academy shall be assessed using both the mathematics and reading portions of the Michigan Student Test of Educational Progress ("M-STEP") or the Michigan Merit Examination ("MME") designated under the Code. The Academy shall provide the Charter Schools Office with copies of reports, assessments and test results concerning the following:

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

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

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

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

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

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

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

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

Section 6.12. <u>Address and Description of Physical Plant; Process for Expanding 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 A positive on whether the Academy's request for site expansion should be approved. recommendation by the CSO Director of the contract amendment shall include a determination by the CSO Director that the Academy is operating in compliance with the Contract and is making measureable progress toward meeting the Academy's educational goals. The College Board may consider the Academy Board's site expansion request contract amendment following submission by the CSO Director of a positive recommendation. If the College Board approves the Academy Board's site expansion request contract amendment, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The College Board reserves the right to modify, reject or approve any site expansion request contract amendment in its sole and absolute discretion.

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

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

Section 6.15. <u>Method for Monitoring Academy's Compliance with Applicable Law and</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 Accreditation Status</u>. The Academy shall post notices to the Academy's homepage of its website disclosing the accreditation status of each school as required by the Code.

Section 6.18. <u>Academy Site Is Former Site of Closed Community District School; State</u> <u>School Reform/Redesign Officer Approval Required</u>. If the Academy's proposed site is located within the geographical boundaries of a Community District and is a site that was a former site of a Community District school closed by the State School Reform/Redesign Office within the last 3 school years, then the College Board shall not issue the Contract unless (a) the new Academy site has a substantially different leadership structure and curricular offering than the previous Community District school that operated at the site; and (b) the State School Reform/Redesign Officer has approved the Academy's use of the site. A copy of the State School Reform/Redesign Officer's approval shall be provided to the Charter Schools Office as part of the Application process.

Section 6.19. Section 6.19. <u>New Public School Academies Located Within The</u> <u>Boundaries of A Community District.</u> If the circumstances listed below in (a) and (b) or (c) apply to the Academy's site, the Academy represents to the College Board, intending that the College Board rely on such representation as a precondition to issuing this Contract, that the Academy will have a substantially different governance, leadership and curriculum than the public school previously operating at the site: (a) The Academy's proposed site is the same location as a public school that (i) is currently on the list under Section 1280c(1), MCL 380.1280c(1), of the public schools in this State that the State School Reform/ Redesign Office has determined to be among the lowest achieving 5% of all public schools; or (ii) has been on the list during the immediately preceding 3 school years.

(b) If an Accountability Plan has been in effect for at least 3 full school years, the Academy's proposed site is at the same location as a public school that has been assigned a grade of "F" under the Accountability Plan for 3 of the preceding 5 school years; or

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

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

ARTICLE VII

TUITION PROHIBITED

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

ARTICLE VIII

COMPLIANCE WITH APPLICABLE LAWS

Section 8.1. <u>Compliance with Applicable Law</u>. The Academy shall comply with all applicable state and federal laws, including, but not limited to, to the extent applicable, the Code, the State School Aid Act of 1979, the Open Meetings Act, the Freedom of Information Act ("FOIA"), the Public Employees Relation Act, the Prevailing Wage on State Contracts statute, the Uniform Budgeting and Accounting Act, the Revised Municipal Finance Act of 2001, the Elliott-Larsen Civil Rights Act, , the Michigan Handicappers' Civil Rights Act, , and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 et seq. or any successor law. Additionally, the Academy shall comply with other state and federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state or federal law to the Academy.

ARTICLE IX

AMENDMENT

Section 9.1. <u>Amendments</u>. The College Board and the Academy acknowledge that the operation and administration of a public school academy and the improvement of educational

outcomes over time will require amendment of this Contract. In order to assure a proper balance between the need for independent development of the Academy and the statutory responsibilities of the College Board as an authorizing body, the parties have established a flexible process for amending this Contract.

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

Section 9.3. <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 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. <u>Emergency Action on Behalf of College Board</u>. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation that arises between meetings of the College Board. An emergency situation shall be deemed to occur if the Charter Schools Office Director, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the College Board. Upon the determination that an emergency situation exists, the Charter Schools Office Director may temporarily take action on behalf of the College Board with regard to the Academy or the Contract, so long as such action is in the best interest of the College Board and the Charter Schools Office Director consults with the College Board Chairperson or the College President prior to taking the intended actions. When acting during an emergency situation, the Charter Schools Office Director shall have the authority to act in place of the College Board, and such emergency action shall only be effective in the interim before the earlier of (a) rejection of the emergency action by the Chairperson of the College Board; or (b) the next meeting of the College Board. The Charter Schools Office Director shall immediately report such action to the College Board for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the College Board, becomes permanent.

ARTICLE X

CONTRACT TERMINATION, SUSPENSION, AND REVOCATION

Section 10.1. <u>Statutory Grounds for Revocation</u>. In addition to the other grounds for revocation in Section 10.2 and the automatic revocation in Section 10.3 of these Terms and Conditions, the College Board may revoke this Contract, pursuant to the procedures set forth in Section 10.7, upon a determination that one or more of the following has occurred:

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

Section 10.2. <u>Other Grounds for Revocation</u>. In addition to the statutory grounds for revocation set forth in Section 10.1 and the grounds for an automatic revocation set forth in Section 10.3, the College Board may revoke this Contract, pursuant to the procedures set forth in Section 10.7, upon a determination that one or more of the following has occurred:

(a) The Academy fails to achieve or demonstrate measurable progress toward achieving the educational goals and related measures identified in this Contract;

(b) The Academy fails to properly implement, consistently deliver, and support the educational programs or curriculum identified in this Contract;

(c) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;

(d) The Academy has insufficient enrollment to successfully operate a public school academy, or the Academy has lost more than fifty percent (50%) of its student enrollment from the previous school year;

(e) The Academy fails to fulfill the compliance and reporting requirements or defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or, during the term of this Contract, it is discovered by the Charter Schools Office that the Academy failed to fulfill the compliance and reporting requirements or there was a violation of a prior Contract issued by the College Board;

(f) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services without first obtaining the Charter Schools Office's approval;

(g) The Charter Schools Office discovers grossly negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract; or

(h) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the Charter Schools Office in connection with the College Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law.

Section 10.3. <u>Automatic Amendment Of Contract; Automatic Termination of Contract</u> <u>If All Academy Sites Closed Or Placed In State School Reform/Redesign District; Economic</u> <u>Hardship Termination</u>.

Except as otherwise provided in this Section 10.3, if the College Board is notified by the State School Reform/Redesign Officer that either (i) an Academy site is subject to closure under section 507 of the Code, MCL 380.507 ("State's Automatic Closure Notice"), or (ii) an Academy site is being placed in the State School Reform/Redesign District ("State's Reform District Notice") pursuant to section 1280c(6) of the Code, MCL 380.1280c(6), then this Contract shall automatically be amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice or the State's Reform District Notice. If the State's Automatic Closure Notice or State's Reform District Notice includes all of the Academy's existing sites, then this Contract shall automatically be terminated at the end of the current school year in which either the State's Automatic Closure Notice Closure Notice or the State's Reform District Notice is received without any further action of the College Board or the Academy.

If the Charter Schools Office Director determines, in his or her discretion, that either the closure of one or more sites, or the placement of one or more sites in the State School Reform/Redesign District, creates a significant economic hardship for the Academy as a going concern, then the Charter Schools Office Director may recommend to the College Board that the Contract be terminated at the end of the current school year (hereinafter "Economic Hardship Termination"). If the College Board approves the Economic Hardship Termination

recommendation, then this Contract shall terminate at the end of the current school year without any further action of the parties. The College Board's revocation procedures set forth in Section 10.7(c) do not apply to an automatic termination initiated by the State's Automatic Closure Notice, the State's Reform District Notice, or an Economic Hardship Termination under this Section 10.3.

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

If the State School Reform/Redesign Officer rescinds the State's Automatic Closure Notice or the State's Reform District Notice for an Academy site or sites, the Academy is not required to close the identified site(s), but shall present to the Charter Schools Office a proposed Contract amendment incorporating the State School Reform/Redesign Officer's school improvement plan, if applicable, for the identified site(s).

Section 10.4. Material Breach of Contract; Termination of Contract By College Board Caused By State School Reform/Redesign Officer Order. If the College Board receives notice that (i) an order has been issued by the State School Reform/Redesign Officer under Section 1280c(2) of the Code, MCL 380.1280c(2), placing an Academy site or sites under the supervision of the State School Reform/Redesign Officer; or (ii) an order is issued by the State School Reform/Redesign Officer appointing a Chief Executive Officer to take control of an Academy site or sites pursuant to Section 1280c(7) of the Code, MCL 380.1280c(7), the Charter Schools Office Director may, at his or her discretion, deem such actions a material breach of this Contract. If the Charter Schools Office Director determines that the issuance of such an order constitutes a material breach of this Contract, the Charter Schools Office Director shall notify the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan within thirty (30) days that is acceptable to the Charter Schools Office Director. In addition to other matters, the corrective action plan shall include the Academy's redesign plan, if applicable, prepared pursuant to section 1280c of the Code, MCL 380.1280c.

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

Section 10.5. <u>Grounds and Procedures for Academy Termination of Contract</u>. The Academy Board, by majority vote of its Directors, may, at any time and for any reason, request termination of this Contract. The Academy Board's request for termination shall be made to the Charter Schools Office Director not less than six (6) calendar months in advance of the Academy's proposed effective date of termination. Upon receipt of an Academy request for termination to the College Board. A copy of the Academy Board's resolution approving of the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the Academy Board's request for termination. Upon receipt of the Academy Board's request for termination. The College Board is request for termination. Upon receipt of the Academy Board's request for termination request. The College Board shall consider and vote on the proposed termination request. The College Board may, in its sole discretion, waive the six (6) month advance notice requirement for terminating this Contract.

Section 10.6. <u>Grounds and Procedures for College Termination of Contract</u>. The College Board, in its sole discretion, reserves the right to terminate the Contract (i) for any reason or for no reason provided that such termination shall not take place less than six (6) months from the date of the College Board's action; or (ii) if there is a change in Applicable Law that the College Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the College Board to make changes in the Contract that are not in the best interest of the College Board or the College, then such termination shall take effect at the end of the current Academy fiscal year. Following College Board approval, the Charter Schools Office Director shall provide notice of the terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the Contract may be revoked or suspended sooner pursuant to this Article X. If this Contract is terminated pursuant to this Section 10.6, the revocation procedures in Section 10.7 shall not apply.

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

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

(b) <u>Academy Board's Response</u>. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the Charter Schools Office Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the

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Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the Charter Schools Office Director prior to a review of the Academy Board's response.

(c) <u>Plan of Correction</u>. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, the Charter Schools Office Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the Charter Schools Office Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the Charter Schools Office Director shall develop a plan for correcting the non-compliance ("Plan of Correction") which may include reconstitution pursuant to 10.7(d) of these Terms and Conditions. In developing a Plan of Correction, the Charter Schools Office Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be closed if the Charter Schools Office Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board successfully completed the Plan of Correction.

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

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

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

(i) the Academy Board has failed to respond to the Notice of Intent to Revoke as set forth in Section 10.7(b);

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

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

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

(v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.7(c);

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

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

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

Hearing before the College Charter Schools Hearing Panel. Within thirty (30) days of receipt of a request for revocation hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the notice of hearing to the Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the Charter Schools Office Director's request for Contract revocation, and to make a recommendation to the College Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the Charter Schools Office Director and shall not last more than three hours. The hearing shall be transcribed and the cost shall be divided equally between the College and the Academy. The Charter Schools Office Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel may, however, question the Charter Schools Office Director and the Academy Board. Within thirty (30) days of the revocation hearing, the Hearing Panel shall make a recommendation to the College Board concerning the revocation of the Contract. For good cause, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the College Board.

(g) <u>College Board Decision</u>. If the Hearing Panel's recommendation is submitted to the College Board at least fourteen (14) days before the College Board's next regular meeting, the College Board shall consider the Hearing Panel's recommendation at its next regular meeting

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

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

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

Section 10.8. <u>Contract Suspension</u>. The College Board's process for suspending the Contract is as follows:

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

(i) has placed staff or students at risk;

(ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property;

(iii) has lost its right to occupancy of the physical facilities described in Schedule 6, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities;

(iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 6;

(v) has willfully or intentionally violated this Contract or Applicable Law; or

(vi) has violated Section 10.2(g) or (h), then the Charter Schools Office Director may immediately suspend the Contract, pending completion of the procedures set forth in Section 10.7. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.7 shall be expedited as much as possible.

(b) <u>Disposition of State School Aid Funds</u>. Notwithstanding any other provision of the Contract, any state school aid funds received by the College Board after a decision by the Charter Schools Office Director to suspend the Contract, shall be retained by the College Board

for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury upon the State's request.

(c) <u>Immediate Revocation Proceeding</u>. If the Academy Board, after receiving a notice of Contract suspension from the Charter Schools Office Director, continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a revocation hearing in accordance with the procedures set forth in section 10.7(e) of this Contract. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The College Board shall proceed to consider the Hearing Panel's recommendation in accordance with Sections 10.7(f) through (h).

Section 10.9. <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 10.9. This Section 10.9 shall not in any way be interpreted as an exception to the Academy's covenant not to sue contained in Section 11.3 of these Terms and Conditions.

Section 10.10. <u>Appointment of Conservator/Trustee</u>. Notwithstanding any other provision of the Contract, in the event that the College President, in his or her sole discretion, determines that the health, safety and welfare of Academy students, property or funds are at risk, the College President, after consulting with the College Board Chairperson, may appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all the powers of a Board of Directors of a Public School Academy and act in the place and stead of the Academy Board. The College President shall appoint the Conservator for a definite term which may be extended in writing at his or her discretion. During the appointment, the Academy Board are suspended. All appointments made under this section must be presented to the College Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers:

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

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

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

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

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

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

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

Section 10.11. <u>Academy Dissolution Account</u>. If the College Board terminates, revokes or fails to issue a new Contract to the Academy, the CSO Director shall notify the Academy that, beginning thirty (30) days after notification of the College Board's decision, the College Board shall direct up to \$10,000 from each subsequent State School Aid Fund payment, not to exceed a combined total of \$30,000, to a separate Academy account ("Academy Dissolution Account") to be used exclusively to pay the costs associated with the wind up and dissolution responsibilities of the Academy. Within five (5) business days of the CSO Director's notice, the Academy Board Treasurer shall provide the CSO Director, in a form and manner determined by the CSO, with account detail information and authorization to direct such funds to the Academy Dissolution Account. The Academy Dissolution Account shall be under the sole care, custody and control of the Academy Board, and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as all the wind-up and dissolution expenses have been satisfied.

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

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

> (a) The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 et seq. Within ten (10) days after adoption by the Academy Board (but not later than July 1st) each year, the Academy Board shall submit to the Charter Schools Office a copy of its annual budget for the upcoming fiscal year. The budget must detail budgeted expenditures at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions

and amendments to the annual budget. Within 10 days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Charter Schools Office.

- (b) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7th of each school fiscal year, shall transmit to the Center for Educational Performance and Information ("CEPI") the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- (c) The Academy shall not adopt or operate under a deficit budget, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing deficit fund balance, incur a deficit fund balance, or adopt a current year budget that projects a deficit fund balance. If the Academy has an existing deficit fund balance, incurs a deficit fund balance in the most recently completed school fiscal year, or adopts a current year budget that projects a deficit fund balance, all of the following apply:
 - (i) The Academy shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the Charter Schools Office.
 - (ii) Within 30 days after making notification under subdivision (c)(i), the Academy shall submit to the Superintendent in the form and manner prescribed by the Department an amended budget for the current school fiscal year and a deficit elimination plan approved by the Academy Board, with a copy to the State Treasurer. The Academy shall transmit a copy of the amended budget and the deficit elimination plan to the Charter Schools Office.
 - (iii) After the Superintendent approves Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.
- (d) If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under section 1220 of the Code, MCL 380.1220, the Academy shall do all of the following:
 - (i) The enhanced deficit elimination plan shall be approved by the Academy Board before submission.
 - (ii) After the State Treasurer approves an enhanced deficit elimination plan for the Academy, the Academy shall post the enhanced deficit elimination plan on the Academy's website.

(iii) As required, submit to the Superintendent and State Treasurer an enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.

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

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

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

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

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

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

Can be Claims Made or Occurrence form.

If Claims Made, retroactive date must be the same or before date of original College -

PSA/SDA/UHS/SOE Charter Contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.

\$1,000,000 per occurrence & \$3,000,000 aggregate.

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

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

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

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

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

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

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

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

ance carriers must have an AM Best Rating of "A - VII" or better
DDITIONAL RECOMMENDATIONS
RECOMMENDATION
Limits to cover replacement for PSA/SDA/UHS/SOE's property exposures, including real and personal, owned or leased.
Cyber Liability addresses the first- and third-party risks regarding Internet business, the Internet, networks and other assets. Cyber Liability Insurance coverage offers protection for exposures from Internet hacking and notification requirements.
Coverage for damage to the owned or used vehicle.

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

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

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

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

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

Furthermore, if the Academy utilizes an Educational Service Provider, the following insurance requirements apply:

COVERAGE	REQUIREMENTS		
General or Public Liability (GL)	Must be Occurrence form		
	Must include Sexual Abuse & Molestation coverage		
	Must include Corporal Punishment coverage		
	\$1,000000 per occurrence & \$2,000,000 aggregate		
	PSA must be included as First Named Insured		
	College must be included as Additional Insured with Primary Coverage		
	NOTE: Strict Disciplinary Academies must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 per occurrence		
COVERAGE	REQUIREMENTS		
Errors & Omissions (E&O)	Must include Employment Practices Liability		
	Must include Directors' and Officers' coverage		
	Must include School Leaders' E&O		
	Can be Claims Made or Occurrence form		

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

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

The College's insurance carrier periodically reviews the types and amounts of insurance coverages that the Academy must secure in order for the College to maintain insurance coverage

for the authorization and oversight of the Academy. In the event that the College's insurance carrier requests additional changes in coverage identified in this Section 11.2, or M.U.S.I.C requires changes in coverage and amounts for public school academies authorized by university board public school academy authorizing bodies, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the College's insurance carrier or adopted by M.U.S.I.C. within thirty (30) days after notice of the insurance coverage change.

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

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

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

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

Section 11.6. <u>Criminal Background and History Checks; Disclosure of Unprofessional</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. Upon receipt, the Academy shall notify the Charter Schools Office of any due process or state complaint filed against 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. Only Academy Board members or designated Academy employees may be a signatory on any Academy bank account.

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

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

"Indemnification of Bay Mills Community College. The parties acknowledge and agree that the Bay Mills Community College Board of Regents, Bay Mills Community College and its respective members, officers, employees, agents or representatives (all collectively referred to as "Bay Mills Community College") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify, defend, and hold harmless Bay Mills Community College against all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines, penalties, demands, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses, imposed upon or incurred by Bay Mills Community College on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Bay Mills Community College, which arise out of or are in any manner connected with Bay Mills Community College Board of Regents' approval of the Academy's application, Bay Mills Community College Board of Regents' consideration of or issuance of a Contract, the Academy Board's or [insert the name of Educational Service Provider] preparation for and operation of the Academy, or which are incurred as a result of the reliance by Bay Mills Community College upon information supplied by the Academy Board or [insert the name of Educational Service Provider], or which arise out of the failure of the Academy Board or [insert the name of Education Service Provider] to perform its obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that Bay Mills Community College, Bay Mills Community College Board of Regents and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against either party to enforce its rights as set forth in this Agreement."

"<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>Amendment Caused By Academy Site Closure or Reconstitution</u>. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the State School Reform/Redesign Officer under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and Section 10.7 of the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and the Educational Service Provider shall have no recourse against the Academy or the College Board for implementing such site closure or reconstitution."

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

ARTICLE XII

GENERAL TERMS

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

If to the College Board:	President Bay Mills Community College 12214 West Lakeshore Drive Brimley, Michigan 49715
If to the Tribal Office:	Tribal Attorney's Office Bay Mills Indian Community 12140 West Lakeshore Drive Brimley, Michigan 49715
If to Outside Counsel:	Leonard C. Wolfe Dykema Gossett PLLC 201 Townsend Street, Suite 900 Lansing, Michigan 48933
If to Academy:	Academy Board President 418 W. Blanchard Rd Shepherd, MI 48883
If to Academy Counsel:	Aimee Gibbs

Aimee Gibbs Dickinson Wright PLLC 350 S Main St Ste 300 Ann Arbor, MI 48104-2131

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

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

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

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

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

expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

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

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

Section 12.9. <u>Term of Contract</u>. This Contract shall commence on the date first set forth above and shall remain in full force and effect for eight (8) years until June 30, 2026, unless sooner revoked or terminated according to the terms hereof.

Section 12.10. Indemnification. As a condition to receiving a grant of authority from the College Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify, defend and hold the College Board, the College and its Board of Regents members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the College, which arise out of or are in any manner connected with the College Board's receipt, consideration or approval of the Application, the College Board's approval of the Resolution or Authorizing Resolution, legal challenges to the validity of Part 6A of the Code or actions taken by the College Board as an authorizing body under Part 6A of the Code, the College Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the College Board, the College and its Board of Regents members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of governmental immunity provided under Section 7 of the Governmental Liability for Negligence Act, being MCL 691,1407 of the Michigan Compiled Laws.

Section 12.11. <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 any

provision in the Academy's articles of incorporation or bylaws regarding the disposition of assets upon dissolution.

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

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

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

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

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

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

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

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

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

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

- (i) to the Department or CEPI;
- (ii) to the student's parent or legal guardian;

(iii) by the Academy to the College Board, College, Charter Schools Office or to the educational management organization with which the Academy has a management agreement that has not been disapproved by the College;

- (iv) by the Academy to the Academy's intermediate school district or another intermediate school district providing services to Academy or the Academy's students pursuant to a written agreement;
- (v) to the Academy by the Academy's intermediate school district or another immediate school district providing services to pupils enrolled in the Academy pursuant to a written agreement;
- (vi) to the Academy by the College Board, College, Charter Schools Office
- (vii) to a person, agency, or organization with written consent from the student's parent or legal guardian, or from the student if the student is 18 years of age;
- (viii) to a person, agency, or organization seeking or receiving records in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction;
- (ix) to a person, agency, or organization as necessary for standardized testing that measures a student's academic progress and achievement; or
- in the absence of, or in compliance with, a properly executed opt-out form, as adopted by the Academy in compliance with section 1136(6) of the Code, pertaining to uses for which the Academy commonly would disclose a pupil's "directory information."

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

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

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

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

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

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

Section 12.23. <u>Partnership Agreement</u>. If an Academy site is listed as a Priority School on the list of lowest performing schools prepared by the Michigan Department of Education, and the Superintendent proposes a Partnership Agreement with the Academy, the Academy shall work with the Charter Schools Office to finalize an agreement that is acceptable to the Michigan Department of Education, the Academy and the Charter Schools Office. The Partnership Agreement shall be incorporated into this Contract by amendment pursuant to Article IX of these Terms and Conditions and shall be included as Schedule 8. The Contract amendment shall also include any other amendments to this Contract that are required to ensure the Partnership Agreement is consistent with this Contract.

Section 12.24. <u>Data Breach Response Plan</u>. Within one year after the effective date of this Contract, the Academy Board shall design and implement a comprehensive data breach response plan. The data breach response plan should be made available to Academy personnel and any Educational Service Provider contracting with the Academy. The data breach response plan should be updated periodically by the Academy Board to address changes in data threat assessments and changes in applicable state and federal privacy laws.

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

IC. Ga Mich By: Michael Parish, College Board Designee

Date: July 1, 2018

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.

FLEX TECH HIGH SCHOOL SHEPHERD

By:

Date: July 1, 2018

4829-9459-9014.1 ID\HANSELMAN, JASON - 078905\000001 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 Parish, College Board Designee

Date: July 1, 2018

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.

FLEX TECH HIGH SCHOOL SHEPHERD lo By:

Date: July 1, 2018

4829-9459-9014.1 ID\HANSELMAN, JASON - 078905\000001

Tab C

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CONTRACT SCHEDULES

Schedules

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Tab 1

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CONTRACT SCHEDULE 1

ARTICLES OF INCORPORATION

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CC	ORPORATIONS, S		ND REGULATORY AFFAIRS RCIAL LICENSING BUREAU
Date Received MAR 2	0 2019 AC1	(FOR BUREAU U	SE ONLY)
		is effective on the date filed, unless a active date within 90 days after receive I the document.	ed
	· ·	•	FILED
Name Aimee R. Gibbs			MAR 21 2018 Administrator
Address Dickinson Wrigh	nt PLLC, 350 S. M	ain Street Suite 300	CORPORATIONS DIVISION
City Ann Arbor	State Michigan	Zip Code 48104	EFFECTIVE DATE

ARTICLES OF INCORPORATION For Use by Domestic Nonprofit Corporations

OF

FLEX TECH HIGH SCHOOL SHEPHERD

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 *et seq.*, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is: Flex Tech High School Shepherd.

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

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ARTICLE II

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

1. The corporation is organized for the purpose of operating as a public school academy in the state of Michigan pursuant to Part 6A of the Code, being Sections 380,501 to 380,507 of the Michigan Compiled Laws.

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

ARTICLE III

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

The value of assets which the corporation possesses is:

Real Property: None.

Personal Property: None.

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 initial registered office is: 350 S. Main Street Suite 300, Ann Arbor, MI 48104.

The mailing address of the initial registered office is the same.

The name of the initial resident agent at the registered office is: Aimee R. Gibbs.

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ARTICLE V

The name and address of the incorporator is as follows:

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

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 the 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.

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ARTICLE XI

No part of the net earnings of the corporation shall inure to the benefit 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 the Charter 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 Restated Articles of Incorporation or may propose a meeting to discuss potential revision to these Restated 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 Restated Articles of Incorporation. In the event that a proposed change is not accepted by the College President, the College Board shall consider and vote upon a change proposed by the corporation following an opportunity for a written and oral presentation to the College Board by the corporation.

At any time and for any reason, the College Board or an authorized designee may propose specific changes to these Restated 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 Restated Articles of Incorporation. The Restated 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 Restated 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 Labor and Economic Growth, 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.

ARTICLE XIII

No member of the Board of Directors of the corporation who is a volunteer director, as that term is defined in the Michigan Nonprofit Corporation Act (the "Act"), or a volunteer officer shall be personally liable to this corporation or its members for monetary damages for a breach of the director's or officer's fiduciary duty.

ARTICLE XIV

The corporation assumes the liability for all acts or omissions of a volunteer director, volunteer officer or other volunteer to the fullest extent allowed by the Act.

If the Act is amended after the filing of these articles of incorporation to authorize the further elimination or limitation of the liability of directors, officers, or nondirector volunteers of nonprofit corporations, then the liability of the corporation's directors, officers, and nondirector volunteers set forth in Article XIII and the limitation, elimination, and assumption of personal liability contained in this Article, will be assumed by the corporation or eliminated or limited to the fullest extent permitted by the Act as so amended, except to the extent such limitation, elimination, or assumption of liability is inconsistent with the status of the corporation as an organization described in section 501(c)(3) of the Code. No amendment or repeal of this Article will apply to or have any effect on the liability or alleged liability of any such person for any act or omissions occurring prior to the effect date of any such amendment or repeal.

ARTICLE XV

Upon winding up and dissolution of the corporation, the assets of the corporation remaining after payment of all debts and liabilities shall be distributed in accordance with the Act. Assets held for a charitable purpose shall be distributed to an organization to be designated by the Board of Directors; such organization must be recognized as exempt under section 501(c)(3) of the Internal Revenue Code of 1986 to be used exclusively for charitable and educational purposes consistent with the purposes described herein. Any assets not disposed of in accordance with this provision shall be disposed of by the circuit court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations that the court shall determine and that are organized and operated exclusively for such purposes.

ADOPTION OF THE ARTICLES

These Articles of Incorporation are hereby signed by the incorporator on this 20th day of March, 2018. These Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless the College Board issues to the corporation a contract to operate as a public school academy, and the contract is executed by both the corporation and the College Board.

By:

Aimee R. Gibbs, Incorporator

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Tab 2

CONTRACT SCHEDULE 2

BYLAWS

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BYLAWS OF

FLEX TECH HIGH SCHOOL - SHEPHERD

ARTICLE I

NAME

This organization shall be called Flex Tech High School – Shepherd (the "Academy" or the "corporation").

ARTICLE II

FORM OF ACADEMY

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

ARTICLE III

OFFICES

Section 1. <u>Principal Office</u>. The principal office of the Academy shall be located in the State of Michigan.

Section 2. <u>Registered Office</u>. The registered office of the Academy may be the same as the principal office of the Academy, but in any event must be located in the state of Michigan, and be the business office of the resident agent, as required by the Michigan Non-Profit Corporation Act. Changes in the resident agent and registered address of the Academy must be reported to the Michigan Department of Labor and Economic Growth and to the Bill Mills Community College ("BMCC") Charter Schools Office.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. <u>General Powers.</u> The business, property and affairs of the Academy shall be managed by the Academy Board of Directors ("Academy Board"). The Academy Board may exercise any and all of the powers granted to it under the Michigan Non-Profit Corporation Act or pursuant to Part 6A of the Revised School Code ("Code"). The Academy Board may delegate 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. The Academy Board may adopt policies related to the operation, administration and management of the Academy, provided such policies do not (i) violate Applicable Law; (ii) conflict with any provision of this Contract; or (iii) conflict with any policy adopted by the BMCC Board of Regents ("BMCC Board") or BMCC Charter Schools Office. Policies adopted by the Academy Board are not a part of the Contract, and may be amended from time to time by the Academy Board without prior BMCC Board or BMCC Charter Schools Office approval.

Section 2. <u>Method of Selection and Appointment.</u> The BMCC Board shall prescribe the methods of appointment for members of the Academy Board by resolution.

Section 3. <u>Length of Term</u>. The term of each position of the Academy Board shall be for a period of three (3) years. All appointments shall be for a period of three (3) years, except appointments made to fill the unexpired term of a vacant position and appointment to the initial Board which will be two (2) one (1) year terms, two (2) two (2) year terms and three (3) three year terms.

Section 4. <u>Number of Board of Director Positions.</u> The number of Director positions on the Academy Board shall be seven (7). If the Academy Board fails to maintain its full membership by making appropriate and timely nominations, the Board or its designee may deem that failure an exigent condition.

Section 5. <u>Prerequisite Qualifications of Members.</u> Before an individual becomes a member of the Academy Board, the nominee must: (a) receive a majority of votes of the families present at a public meeting (each family receiving one (1) vote (no votes will be received by proxy or absentee vote); (b) be recommended by a resolution and majority vote of the Academy Board; (c) submit the *Public School Academy Board Member Questionnaire* which must include authorization to process a criminal background check; (d) be recommended for appointment by the BMCC Charter Schools Office; (e) be appointed by BMCC Board of Regents or its designee; (f) take the constitutional oath of office; (g) sign and file the *Oath of Public Office* with the BMCC Charter Schools Office.

The members of an Academy Board shall not include: (a) employees of the public school academy; (b) any director, officer, or employee of a service provider or management company that contracts with the academy; (c) a BMCC official or employee, as a representative of BMCC.

Section 6. <u>Oath of Public Office</u>. All members of the Academy Board must take the constitutional oath of office and sign the *Oath of Public Office*. No appointment shall be effective prior to the filing of the *Oath of Public Office* with BMCC Charter Schools Office.

Section 7. <u>Tenure</u>. Each Director shall hold office until the Director's replacement, death, resignation, removal, or until the expiration of the term, whichever occurs first.

Section 8. <u>Removal.</u> If it is deemed to be in the best interest of the Academy or BMCC, the BMCC Board reserves the right to remove a member of the Academy Board. The process is as follows:

- (a) If the BMCC Charter Schools Officer determines that the removal of an Academy Board member is in the best interest of BMCC and the Academy, the BMCC Charter Schools Officer shall prepare a report and recommendation for the BMCC president and the BMCC Board of Regents.
- (b) If the action is deemed advisable by advisable by the BMCC president, the president shall immediately, on a temporary basis, suspend the Academy Board member and submit a recommendation concerning removal to the BMCC

Board of Regents at its next meeting.

(c) At its next meeting, the BMCC Board will review the recommendation and supporting documentation and determine whether the Academy Board member's removal shall be permanent or if the Academy Board member should be reinstated. The BMCC Board's decision will be final and is not subject to appeal.

Section 9. <u>Resignation</u>. Any Director may resign at any time by providing written notice to the corporation or by communicating such intention (orally or in writing) to the BMCC Charter Schools Office. Notice of resignation will be effective upon receipt or at a subsequent time if designated in a written notice. A successor shall be appointed as provided in Section 2 of this Article.

Section 10. <u>Board Vacancies</u>. A board of Director vacancy shall occur because of death, resignation, removal, failure to maintain residency in the State of Michigan, disqualification or as otherwise specified in the Code. Any vacancy shall be filled as provided in Section 2 of this Article.

Section 1L <u>Compensation</u>. A Director of the Academy shall serve as a volunteer Director. By resolution of the Board, the Directors may be reimbursed for their reasonable expenses incident to their duties.

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 must provide, by resolution, the time and place, within the State of Michigan, for the holding of regular monthly meetings. The Academy Board shall provide notice of the annual and all regular meetings to the Charter Schools Office and as required by the Open Meetings Act.

Section 2. <u>Special Meetings</u>, Special meetings of the Academy Board may be called by or at the request of the Academy Board President 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>Notice Waiver</u>. The Academy Board must comply with the notice provisions of the Open Meetings Act. In addition, notice of any meeting shall be given to each Director stating the time and place of the meeting, delivered personally, mailed, sent by facsimile or electronic mail to each Director at the Director's address. Any Director may waive notice of any meeting by written statement, facsimile or electronic mail sent by the Director, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Section 4. <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 four (4) of the seven (7) Board members.

Section 5. <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 board members voting in favor of an action is as follows:

# of Academy Board positions	<u># for Quorum</u>	# Required to Act
Seven (7)	Four (4)	Four (4)

No member of the Board of Directors may vote by proxy or by way of a telephone conference.

Section 6. <u>Open Meetings Act</u>. All meetings of the Academy Board, shall at all times be in compliance with the Open Meetings Act.

Section 7. <u>Presumption of Assent</u>. A Director of the Academy Board who is present at a meeting of the Academy Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

Section 8. <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 is to consist of one or more Directors selected by the Academy Board. As provided in the resolutions 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 vacancies in the officers of the Academy Board or committees created pursuant to this Section; (ii) amending the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, Bylaws or Applicable Law. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Academy Board of its activities as the Academy Board may request.

ARTICLE VII

OFFICERS OF THE BOARD

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

Section 2. <u>Election and Term of Office</u>. The Academy Board shall elect the initial officers at its first duly noticed meeting. Thereafter, the officers of the Academy shall be elected annually by the Academy Board at the corporation's annual meeting. If the election of officers is not held at the annual meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officer resigns or is removed in the manner provided in Section 3.

Section 3. <u>Removal</u>. Any officer or agent elected or appointed by the Academy Board may be removed by a majority vote of 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.

Section 5. <u>President</u>. The President of the Academy shall be a member of the Academy Board. The President of the corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The President shall be Chairperson of those committees designated by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Academy Board from time to time.

Section 6. <u>Vice-President.</u> The Vice-President of the Academy shall be a member of the Academy Board. In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or by the Academy Board.

Section 7. <u>Secretary</u>. The Secretary of the Academy shall be a member of the Academy Board. The Secretary shall: (a) keep the minutes of the Academy Board meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or the Academy Board. Section 8. <u>Treasurer</u>. The Treasurer of the Academy shall be a member of the Academy Board. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the corporation in such banks, trust companies or other depositories as shall be selected by the Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent to 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 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 Board, as directors of the corporation, may not be compensated for their services. By resolution of the Academy Board, officers may be reimbursed 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 or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Academy Board authorizes the execution of a contract or of any other instrument in the name of and on behalf of the corporation, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto. No contract entered into, by or on behalf of the Academy Board, shall in any way bind the Bay Mills Community College, or impose

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

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

Section 4. <u>Deposits</u>. All funds of the Academy shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Academy Board may select, provided that such financial institution is eligible to be a depository of surplus funds under Section 1221 of the Revised School Code, being Section 380.1221.

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

Section 6. <u>Contracts Between Corporation and Related Persons</u>. As required by Applicable Law, any Director, officer or employee of the Academy, who enters into a contract with the Academy, that meets the definition of contract under the statute on Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being section 15.321 to 15.330 of the Michigan Compiled Laws, shall comply with the public disclosure requirements set forth the in Section 3 of the statute.

ARTICLE IX

INDEMNIFICATION

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

ARTICLE X

FISCAL YEAR

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

ARTICLE XI

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining (a) the affirmation vote of the majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements of these Bylaws and applicable law, and (b) the written approval of the changes or amendments by the BMCC Charter School Officer. In the event that a proposed change is not accepted by the BMCC Charter School Officer, the BMCC Board shall consider and vote upon a change proposed by the corporation following an opportunity for a written presentation to the BMCC Board by the Academy Board. These Amended Bylaws and any amendments to them take effect only after they have been approved by both the Academy Board and by the BMCC Charter Schools Officer or the BMCC Board.

ARTICLE XII

TERMS AND CONDITIONS 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 Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the _____ day of March, 2018.

The Board further certifies that a copy of the executed Bylaws are being presented to the Bay Mills Community College Board of Regents.

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Secretary

EXECUTED BY:

[NAME] Mailnew miller [TITLE] Board Secretary

Subscribed and sworn before me this 19 day of March, 2018.

<u>Holly Kilburn</u> Notary Public Curesel County, Michigan

My Commission Expires: 12/25/2020 Acting in Francella County, Michigan

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Tab 3

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CONTRACT SCHEDULE 3

FISCAL AGENT AGREEMENT

SCHEDULE 3

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Bay Mills Community College Board of Regents ("College Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to the FlexTech High School Shepherd, 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</u> <u>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.

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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, 2018, and annually thereafter, a written report dated as of August 31 summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the College Board receives under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

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

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

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

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

Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the Bay Mills Community College Board of Regents to the FlexTech High School Shepherd.

Mary G. Martin, Executive Director BY:

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

Date: 5-23-18

Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the Bay Mills Community College Board of Regents to the FlexTech High School Shepherd.

Mary G. Martin, Executive Director BY:

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

Date: <u>5-23-18</u> -----

Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the Bay Mills Community College Board of Regents to the FlexTech High School Shepherd.

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

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

Date: <u>5-23-18</u>

Tab 4

CONTRACT SCHEDULE 4

OVERSIGHT AGREEMENT

SCHEDULE 4

OVERSIGHT AGREEMENT

This Agreement is part of the Contract issued by the Bay Mills Community College Board of Regents ("College Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to the Flextech High School Shepherd (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. <u>Audit and Evaluation</u>. 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 electing to enter into a contract for an administrative review with an intermediate school district. Nothing in this section shall prohibit the Academy from electing to enter into a contract for an administrative review with an intermediate school district. Nothing in this section shall require the Academy from electing to enter or not enter into a contract for an administrative review with the University or an intermediate school district.

ARTICLE V

TRANSPARENCY PROVISION

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

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

- 1. Copy of the Contract
- 2. Copies of the executed Constitutional Oath of public office form for each serving Director
- 3. List of currently serving Directors with name, address, and term of office
- 4. Copy of the Academy Board's meeting calendar
- 5. Copy of public notice for all Academy Board meetings
- 6. Copy of Academy Board meeting agendas
- 7. Copy of Academy Board meeting minutes
- 8. Copy of Academy Board approved budget and amendments to the budget
- 9. Copies of bills paid for amounts of \$10,000.00 or more as submitted to the Academy

Board

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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

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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

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Tab 5

CONTRACT SCHEDULE 5

DESCRIPTION OF STAFF RESPONSIBILITIES

FLEX TECH HIGH SCHOOL SHEPHERD

STAFF RESPONSIBILITIES

TABLE OF CONTENTS

School Leader (without an Executive Director)	
Assistant Principal	
Non-Certified Administrative Staff	
Special Population Personnel	
Teacher	
Custodian	
Educational Service Provider Agreement	

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SCHOOL LEADER (without an Executive Director)

Reports To: Executive Director Employed By: MEP Services FLSA Status: Exempt Other Titles: Principal, Director, Executive Director

Core Principles

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

Essential Duties

The School Leader is responsible for communicating the mission and purpose of the Academy to all stakeholders. An employee in this position is responsible for establishing positive relationships with students, families and staff to develop a culture that fulfills the mission of the Academy. The School Leader will select, supervise, mentor and evaluate assigned Academy staff and determine required professional development. If also acting as the instructional leader, the School Leader will interpret data and implement instructional and procedural strategies that reflect high expectations for students and staff. The School Leader is responsible for daily operations at the Academy with regard to safety, compliance and living within the approved Academy budget. Ultimately, the School Leader will demonstrate innovative ways of responding to challenges that reflect a dedication and belief that all children can succeed. In addition, the School Leader is responsible for any and all duties as assigned.

Qualifications

Supervision

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

Planning & Implementation

An effective employee in this position will act as the Academy leader by planning, evaluating and recommending goals and objectives for all assigned staff. In addition, the School Leader must provide leadership in curriculum, instruction, administration, school improvement and professional development. An employee in this position is responsible for overseeing the development of all programs within the Academy and guarantees they are carried out with fidelity.

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Knowledge & Expertise

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

Reasoning Ability

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

Interpersonal Qualities

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

- *All employees must successfully pass a criminal background check.
- *All employees must follow the code of conduct as outlined in the Employee Handbook.

Education & Experience

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

Physical Demands & Work Environment

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

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

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

ASSISTANT PRINCIPAL

Reports To: Executive Director Employed By: MEP Services FLSA Status: Exempt Other Titles: Assistant Executive Director, Assistant School Leader, Dean of Curriculum, Director of Curriculum and Instruction, Vice Principal

Core Principles

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

Essential Duties

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

Qualifications

Supervision

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

Planning & Implementation

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

Knowledge & Expertise

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

Reasoning Ability

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

Interpersonal Qualities

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

*All employees must successfully pass a criminal background check.

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

Education & Experience

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

Physical Demands & Work Environment

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

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

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

NON-CERTIFIED ADMINISTRATIVE STAFF

Reports To: Office Manager Employed By: MEP Services FLSA Status: Non-Exempt

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

Core Principles

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

Essential Duties

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

Qualifications

Planning & Implementation

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

Knowledge & Expertise

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

Reasoning Ability

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

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Interpersonal Qualities

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

*All employees must successfully pass a criminal background check.

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

Physical Demands & Work Environment

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

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

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

SPECIAL POPULATION PERSONNEL

Reports To: Executive Director **Employed By:** MEP Services

FLSA Status: Exempt

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

Core Principles

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

Essential Duties

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

Qualifications

Supervision

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

Planning & Implementation

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

Knowledge & Expertise

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

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

Reasoning Ability

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

Interpersonal Qualities

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

*All employees must successfully pass a criminal background check.

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

Education & Experience

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

Physical Demands & Work Environment

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

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

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

TEACHER

Reports To: School Leader/Executive Director Employed By: MEP Services FLSA Status: Exempt Other Titles: Resource Room Teacher, Lead Teacher, Intervention Teacher, Online Facilitator Teacher, Substitute Teacher, Success Coach and all other subject or grade level teachers

Core Principles

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

Essential Duties

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

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

Qualifications

Supervision

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

Planning & Implementation

An effective employee in this position will assist in the creation of an instructional plan based on student needs in coordination with the published education program. In addition, the Teacher

must implement instructional strategies as expected and described by administration and leadership. The Teacher is responsible for researching and employing instructional methods and carrying out practices required for student success.

Knowledge & Expertise

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

Reasoning Ability

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

Interpersonal Qualities

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

*All employees must successfully pass a criminal background check.

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

Education & Experience

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

Physical Demands & Work Environment

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

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

- Withstand a moderate noise level.
- Assist/lift students, as necessary.

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

CUSTODIAN

Reports To: Department Director/Executive Director Employed By: MEP Services FLSA Status: Non-Exempt

Core Principles

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

Essential Duties

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

Qualifications

Supervision

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

Planning & Implementation

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

Knowledge & Expertise

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

Reasoning Ability

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

Interpersonal Qualities

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

*All employees must successfully pass a criminal background check.

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

Education & Experience

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

Physical Demands & Work Environment

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

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

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

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into as of July 1, 2018 by and among CS PARTNERS, LLC, a Michigan limited liability company ("CS Partners"), CSP MANAGEMENT INC., a Michigan corporation d/b/a "PARTNER SOLUTIONS FOR SCHOOLS" ("CSP Management" and together with CS Partners, collectively "CSP"), and FLEXTECH HIGH SCHOOL SHEPHERD, a Michigan public school academy (the "Academy") formed under Part 6A of the Revised School Code (the "Code"), as amended.

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

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

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

THEREFORE, the parties hereby agree as follows:

ARTICLE I

Relationship of the Parties and Other Matters

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

To the extent permitted by law, the Academy hereby authorizes and grants to CSP the necessary authority and power to perform those duties and obligations lawfully delegated to CSP under this Agreement. No provision of this Agreement shall interfere with the Board's statutory, contractual, and fiduciary responsibilities, nor shall any provisions of this Agreement be construed so as to prohibit the Academy from acting as an independent, self-governing public body.

Section 2. <u>Services; Educational Program</u>. The parties agree that CSP, to the extent permitted by and in conformity with the Contract and relevant state and federal laws and regulations ("Applicable Laws"), shall provide all labor, materials, and supervision necessary for

the provision of the management and operational services to the Academy contemplated by this Agreement as specifically set forth on the attached <u>Exhibit A</u> (the "Services"). The parties agree that no currently existing Applicable Law prohibits or otherwise restricts such an arrangement between the parties.

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

Section 3. <u>Compliance with Academy's Contract</u>. CSP agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by the Authorizer. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.

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

Section 5. <u>CSP as Independent Contractor; Agency</u>. The parties to this Agreement intend that the relationship of CSP to the Academy is that of an independent contractor, and not an employee of the Academy. No agent or employee of CSP shall be determined to be an agent or employee of the Academy, except as expressly acknowledged, in writing, by the Academy. Notwithstanding the foregoing, CSP and its active employees are hereby irrevocably designated as "School Officials" under the Family Educational Rights and Privacy Act and its implementing regulations during the Term of this Agreement (defined below). CSP shall promulgate and recommend to the Board policies and administrative guidelines sufficient to implement this Section.

During the Term of this Agreement, the Academy may disclose confidential data and information to CSP, and its respective officers, directors, employees and designated agents to the extent permitted by Applicable Law, including without limitation, the Family Educational Rights and Privacy Act, the Individual with Disabilities Education Act ("IDEA"), 20 USC §1401 et seq., 34 CFR 300.610 -300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 et seq.; the American with Disabilities Act, 42 USC §12101 et seq.; the Health Insurance Portability and Accountability Act ("HIPAA"), 42 USC 1320d -13200d-8; 45 CFR 160, 162 and 164; Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL 445.84.

CSP will be solely responsible for its acts, the acts of its agents, employees, and those subcontractors who are contracted through CSP. If CSP receives information that is part of a

pupil's education records from any source as permitted under the Code, CSP shall not sell or otherwise provide the information to any other person except as provided under MCL 380.1136.

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

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

Section 8. <u>School Leader</u>. CSP shall identify and appoint a School Leader, to oversee the management, operation and performance of the Academy, including the Educational Program (the "School Leader"). The School Leader will hold all required certifications as required by the Code. CSP shall notify and keep the Board informed during the identification and appointment of the School Leader, but the Board assumes no authority over the School Leader. The School Leader will be an employee of CSP Management, and may be disciplined and/or terminated by CSP in its sole discretion. The School Leader will serve as the on-site supervisor to Staff. The School Leader, in consultation with CSP, will select and hold accountable all staff in Leadership Team positions. The School Leader shall be responsible for supervising and managing the educational program and instruction of students. CSP will have the authority, consistent with Applicable Laws, to select and supervise the School Leader and to hold the School Leader accountable for the success of the Academy. CSP shall notify the Board prior to the termination of the School Leader.

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

Section 9. <u>Teachers and Support Staff</u>. CSP will empower the School Leader with the authority to select and hold accountable the teachers and support staff for the operation of the Academy. After qualified staff are selected by the School Leader, CSP will onboard and provide additional administrative support to the School Leader. Teachers employed by CSP are not eligible for purposes of continuing tenure under MCL §38.71 et seq. The teachers will be employees of CSP Management.

Section 10. <u>Criminal Background Checks.</u> The teachers and staff will be employees of CSP Management. CSP agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Agreement except as permitted under Sections 1230, 1230a, 1230b and related provisions of the Code pertaining to criminal background and criminal conduct checks. The Academy is the authorized user for purposes of requesting and obtaining criminal history record information ("CHRI") on prospective employees. The Academy shall require that the results of the criminal background check are received, reviewed, and used (subject to a verification process) by the Academy's Authorized User acting on behalf of the Academy and/or the Board, only as permitted by law to evaluate the qualifications of the individual for his/her assignment. CSP shall operate as a local agency security officer (LASO) with broad general access to CHRI. CSP agrees to comply with all confidentiality, notification, and secondary dissemination requirements that are operative from time to time under Michigan State Police policy and guidance.

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

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

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

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

Section 15. <u>Lease and Loans.</u> If the Academy and CSP enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationship, then such agreements must be separately documented and separately

approved. In addition, all such agreements must comply with the Charter Contract and Applicable Law, as well as any applicable Authorizer policies.

ARTICLE II Term

Section 1. <u>Term</u>. This Agreement shall be effective for the Term of five (5) years beginning July 1, 2018 and ending June 30, 2023 (the "Term"), subject to earlier termination under Article VI.

Section 2. <u>Renewal.</u> This Agreement will automatically renew at the end of the Term for an additional three (3) years unless either party gives the other written notice of termination at least 90 days prior to the end of the term. In no event shall this agreement extend beyond the term of the Contract between the Academy and the Authorizer.

ARTICLE III Obligations of the Academy

Section 1. <u>Good Faith Obligation</u>. The Academy shall exercise good faith in considering CSP's recommendations relative to the Educational Program and/or the Services.

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

ARTICLE IV Compensation and Reimbursement of Costs

Section 1. <u>Compensation for Services</u>. During the Term of this Agreement, the Board shall pay CSP an annual fee equal to either ten percent (10%) of the total Aid received from the State of Michigan, pursuant to the State School Aid Act of 1979, as amended or \$80,000, whichever is higher. At no time shall the annual fee be less than \$80,000.

The Fee may also include ten percent (10%) of any Additional Revenue (as defined in <u>Exhibit A</u>) provided that CSP discloses that the Fee also applies to said Additional Revenue and the Board approves the same in the Academy's annual budget, or any revised budget, prior to the application of such Fee. CS Partners shall then pay CSP Management a fee directly as necessary.

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

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

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

CSP Management is the sole employer of all CSP Management employees assigned to the Academy. CSP Management will invoice the Academy for reimbursement of all employment costs of CSP employees assigned to the Academy ("Payroll costs"). Payroll costs include salary, benefits, and other costs attributable to personnel employed by CSP Management and assigned by CSP Management to perform Services at the Academy under this Agreement, including but not limited to gross wages, FICA, Medicare, FUTA, SUTA, Workers' Compensation Insurance, Professional Liability Insurance, employer portions of health, dental, vision and life insurance, and 401K employer contributions (if applicable). CSP Management shall be advanced funds for Payroll Costs no later than the third business day preceding each payroll date for CSP Management's employees performing services at the Academy. Said funds shall be deposited by the Academy into a payroll account designated by CSP Management.

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

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

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

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

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

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

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

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

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

ARTICLE V Proprietary Information

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

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

Section 3. <u>Non-Disclosure of Proprietary Information; Remedy for Breach</u>. Except as specifically required by the Code or the Michigan Freedom of Information Act, the proprietary information and materials of CSP shall be held in strict confidence by the Academy. Any and all proprietary information and materials of the Academy shall be held in strict confidence by CSP and its employees, agents, representatives, and affiliates, and shall not be disclosed to other Institutions.

Unless required by court order or as regulated by the Authorizer or applicable law, during the Term of this Agreement, and continuing for three (3) years thereafter, both parties agree that they will not use or disclose to anyone, directly or indirectly, for any purpose whatsoever, any such proprietary information without the prior written consent of the other party.

If a party uses or discloses such proprietary information in violation of this Section 3, the disclosing party shall (a) be liable to the other party for all damages, including, but not limited to,

lost profits resulting from the breach, and (b) be obligated to reimburse the non-disclosing party for its legal costs and reasonable attorney fees related to the enforcement of this Section 3.

ARTICLE VI Termination

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

- 1. The Academy files for bankruptcy or becomes insolvent;
- 2. The facility where employees are working is closed permanently;
- 4. The Academy or its successors and assigns discontinue operations;
- 5. The Academy is a financially distressed business as set forth in the Worker Assistance and Retraining Notification Act; or
- 6. The Academy is being shut down or closed by the State of Michigan or the Authorizer.

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

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

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

Notwithstanding the foregoing, CSP may terminate this Agreement without cause and without penalty to be effective upon completion of the academic year provided that CSP delivers written notice of intent to terminate to the Academy at least ninety (90) days prior to the end of the then-current academic year. CSP shall be obligated to provide transition services commencing the ninety-first (91st) day after notice of termination as set forth in Section 6, below.

Section 2. <u>Termination by Academy</u>. The Academy may terminate this Agreement prior to the end of the Term in the event that CSP fails to remedy a material breach within the required

time frames below. A material breach includes, but is not limited to: (a) material failure by CSP to reasonably account for its expenditures; (b) material failure by CSP to pay Academy operating expenses as required under this Agreement (provided funds are available); (c) a determination has been made by some governmental entity or administrative agency or court of law that CSP is required to participate in MPSERS; and/or (d) any action or inaction by CSP that places the Contract in jeopardy of revocation, suspension or termination, as evidenced by written notification from the Authorizer and is not cured within 60 days of that notice.

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

Notwithstanding the foregoing, the Academy may terminate this Agreement without cause and without penalty to be effective upon completion of the academic year provided that the Academy delivers written notice of intent to terminate to CSP at least ninety (90) days prior to the end of the then-current academic year. CSP shall be obligated to provide transition services commencing the ninety-first (91st) day after notice of termination, as set forth in Section 6 below.

Section 3. <u>Revocation or Termination of Contract</u>. If the Academy's Contract issued by the Authorizer is revoked or terminated or a new charter contract is not issued, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked, expired or terminated without further action of the parties, provided, however, that this Agreement will continue to remain in effect until the termination date set forth in Article II if (i) the Academy has entered into a subsequent Contract with a public school academy authorizing body, and (ii) this Agreement has not been terminated pursuant to Article VI.

Section 4. <u>Amendment Caused By Academy Site Closure or Reconstitution</u>. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the State School Reform/Redesign Officer under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and Section 10.4 of the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and CSP shall have no recourse against the Academy or the Authorizer Board for implementing such site closure or reconstitution.

Section 5. <u>Change in Law</u>. If any federal, State or local law or regulation, or court or administrative decision, or attorney general's opinion (collectively referred to in this Agreement as the "Applicable Laws") has a substantial and material adverse impact (as reasonably determined by the party suffering the impact) on the ability of the impacted party to carry out its obligations under this Agreement, then the impacted party, upon written notice, may request a renegotiation of this Agreement. If the parties are unable or unwilling to successfully renegotiate

the terms of this Agreement within ninety (90) days after the notice, and after making good faith efforts which shall include, but not be limited to, the use of a third party arbitrator and/or alternative dispute resolution process, the impacted party may terminate this Agreement as of the end of the then-current academic year.

Section 6. <u>Transition</u>. In the event of any termination prior to the end of the Term of this Agreement or at the expiration of the Term of this Agreement, CSP shall provide the Academy reasonable assistance for up to ninety (90) days to assist in the orderly transition to another service provider or to a self-managed school, or to effectuate the dissolution of the Academy in accordance with Applicable Laws.

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

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

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

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

ARTICLE VII Indemnification and Cooperation

Section 1. <u>Indemnification of CSP</u>. To the extent permitted by law, the Academy shall indemnify, save, and hold harmless CSP and all of its employees, officers, directors, subcontractors, and agents against any and all claims, demands, suits or other forms of liability that might arise out of or by reason of any noncompliance by the Academy with any agreements, covenants, warranties or undertakings of the Academy contained in or made pursuant to this Agreement, and any misrepresentations or breach of the representations and warranties of the Board and the Academy contained in or made pursuant to this Agreement

In addition, the Academy shall, to the extent permitted by law, indemnify, save, hold harmless, and reimburse CSP for any and all legal expenses and costs associated with the

defense of any such claim, demand or suit, including any claim for failure to pay wages or overtime based on the hours worked reports approved and submitted by the School Leader. The Academy agrees to advance to CSP all costs, actual attorneys' fees, actual experts' fees, and similarly related expenses immediately upon request so that CSP is not required to pay such expenses out of its own funds. If desired, all or part of the indemnification obligations set forth in this section may be met by the purchase of insurance by the Academy. The indemnification in this Section shall also specifically apply, without limitation, to any current claims or litigation at the time this Agreement is executed, as well as any future or additional claims or litigation regarding any prior activities of the Academy.

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

To the extent the parties are coordinating a defense, the parties shall utilize shared counsel which shall be paid for by CSP and no reimbursement of any costs or fees shall be necessary. CSP may reimburse the Academy for pre-approved legal expenses and costs associated with the defense of any such claim, demand, or suit which are not otherwise covered by the shared defense. If desired, all or part of the indemnification obligations set forth in this section may be met by the purchase of insurance by CSP. The indemnification in this Section shall also specifically apply, without limitation, to any current claims or litigation at the time this Agreement is executed, as well as any future or additional claims or litigation regarding any prior activities of CSP.

Section 3. Indemnification of Authorizer. The parties acknowledge and agree that Bay Mills Community College, its Board of Regents, and its members, officers, employees, agents or representatives (collectively "Authorizer") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the Parties hereby promise to indemnify, defend and hold harmless the Authorizer from and against all claims, demands, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees) of settlement and prosecution imposed upon or incurred by the Authorizer, and not caused by the sole negligence of the Authorizer, which arise out of or are in any manner connected with the Authorizer Board's approval of the Academy's application, the Authorizer Board's consideration of or issuance of a Contract, the Authorizer Boards, or CSP's preparation for and operation of the Academy, or which are incurred as a result of the reliance by the Authorizer upon information supplied by either party, the Authorizer Board, CSP, or which arise out of CSP's failure to comply with the Contract or Applicable Law. The parties expressly acknowledge and agree that the Authorizer may commence legal action against CSP to enforce its rights as set forth in this Agreement.

Section 4. <u>Indemnification for Negligence</u>. To the extent permitted by law, each party to this Agreement shall indemnify and hold harmless the other, and their respective boards of directors, partners, officers, employees, agents, and representatives, from any and all claims and liabilities which they may incur and which arise out of the negligence of the other party's trustees, directors, officers, employees, agents, or representatives.

Section 5. <u>Immunities and Limitations</u>. The Academy may assert all immunities and statutory limitations of liability in connection with any claims arising under this Agreement.

Section 6. <u>Responsibility of Academy</u>. The Academy will be solely and entirely responsible for its acts and omissions and for the acts and omissions of the Academy's agents and employees (if any) in connection with the performance of the Academy's responsibilities under this Agreement; provided, however, that nothing in this Agreement is intended, nor will be construed, as a waiver of the governmental immunity provided to the Academy and its incorporators, board members, officers, employees, and volunteers under Section 7 of Act 170, Public Acts of Michigan, 1964, as amended, MCL 691.1407. If CSP is made a party to any litigation involving claims arising out of or relating in any way to any alleged acts and/or omissions of the Academy or its directors, agents, or employees, the Academy will provide any reasonable assistance requested by CSP in the defense against such claims as long as such assistance does not adversely affect the Academy's ability to defend against such claims.

Section 7. <u>Mutual Duty to Cooperate</u>. The parties acknowledge that each party has a duty and obligation to cooperate with the other party, and further that such duty to cooperate is a material part of this Agreement. The purpose of the duty to cooperate is to enable each party to perform its obligations as efficiently as possible. The duty to cooperate shall include all areas of the business of the Academy and the Services. The duty to cooperate also includes reasonable assistance in the event of litigation or a dispute involving a party related to the Academy or the Services provided, such as provision of testimony, records and/or documents reasonably related to the litigation or dispute (which are not otherwise protected from disclosure).

Section 8. <u>Agreement Coterminous with Academy's Contract</u>. If the Academy's Contract issued by the Authorizer is suspended, revoked, or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Academy's Contract is suspended, revoked, terminated, or expires without further action of the parties.

Section 9. <u>Compliance with Section 12.17 of Contract Terms and Conditions</u>. CSP shall make information concerning the operation and management of the Academy, 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.

ARTICLE VIII

Insurance

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

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

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

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

ARTICLE IX Warranties and Representations

Section 1. <u>Warranties and Representations of the Academy</u>. The Academy represents to CSP that (a) it has the authority under law to execute, deliver, and perform this Agreement and to incur the obligations provided for under this Agreement, (b) its actions have been duly and validly authorized, and (c) it will adopt the necessary resolutions.

Section 2. <u>Warranties and Representations of CS Partners</u>. CS Partners represents and warrants to the Academy that (a) it is a Michigan limited liability company in good standing duly authorized to conduct business in the State of Michigan, (b) it has the authority under Applicable Laws to execute, deliver and perform this Agreement and to incur the obligations provided for

under this Agreement, (c) its actions have been duly and validly authorized, and (d) it will adopt any and all resolutions required for execution of this Agreement.

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

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

ARTICLE X Alternative Dispute Resolution

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

Section 2. <u>Arbitration</u>. If the mediation does not result in a mutually satisfactory compromise, then the matter shall be resolved by arbitration, and such procedure shall be the sole and exclusive remedy for such matters. Unless the parties agree upon a single arbitrator, the arbitration panel shall consist of three (3) persons. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association seated in Livingston County, Michigan, with such variations as the parties and arbitrators unanimously accept. The arbitrators' award shall be final and binding. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction, by any party, without the consent of the other party. The losing party shall pay the cost of arbitrator or arbitration panel to award reasonable attorney fees to the prevailing party. The prevailing party shall be defined as the party who

prevails in total.

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

ARTICLE XI Miscellaneous

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

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

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

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

The Academy:	Board President FlexTech High School Shepherd 418 W. Blanchard Rd Shepherd MI 48883
CSP:	CS Partners, LLC CSP MANAGEMENT Inc. c/o Maria Dockins 869 S. Old US 23, Suite 500 Brighton, Michigan 48114

Section 5. <u>Assignment</u>. This Agreement shall not be assigned (a) by CSP, without prior consent of the Board, in writing, which consent shall not be unreasonably withheld; or (b) by the Academy, without the prior consent of CSP, in writing, which consent shall not be unreasonably withheld. CSP may, without the consent of the Board, delegate the performance of but not responsibility for any duties and obligations of CSP hereunder to any independent contractor, expert or professional advisor. This Agreement shall not be assignable without prior notification

to the Authorizer and any assignment must be done in a manner consistent with the Authorizer's Educational Service Provider Policies.

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

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

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

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

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

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

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

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

Section 13. <u>Delegation of Authority; Compliance with Laws</u>. Nothing in this Agreement shall be construed as delegating to CSP any of the powers or authority of the Board

which are not subject to delegation by the Board in accordance with the Contract and all Applicable Laws. The parties agree to comply with all Applicable Laws.

Section 14. <u>Execution</u>. The parties may execute this Agreement by facsimile or in counterparts. A facsimile or photographic copy of this Agreement may be relied upon by either party, or any third party, as if it were an original signature copy. If this Agreement is executed in counterparts, the separate counterpart signature pages shall be combined and treated by the parties, or any third party, as if the separate counterpart signature pages were part of one original signature copy.

Section 15. <u>Review by Independent Counsel</u>. The parties agree that each has reviewed, or had the opportunity to review, this Agreement with its own independent legal counsel prior to the execution of this Agreement.

Section 16. Limitation of Liability. EXCEPT FOR AMOUNTS EXPRESSLY DUE AND OWING UNDER THIS AGREEMENT, EACH PARTY'S TOTAL LIABILITY TO THE OTHER AND ANY THIRD PARTIES UNDER OR ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNTS PAID OR DUE AND OWING BY THE ACADEMY TO CSP HEREUNDER. THIS LIMITATION DOES NOT APPLY TO ANY AMOUNTS OWED PURSUANT A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT. CSP'S TOTAL LIABILITY TO THE ACADEMY UNDER OR ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE GREATER OF THE AGGREGATE AMOUNTS PAID OR DUE AND OWING BY THE ACADEMY TO CSP HEREUNDER OR THE AMOUNT COVERED BY INSURANCE.

[Signature Page Follows]

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

The Academy:

FLEXTECH HIGH SCHOOL SHEPHERD, a Michigan public school academy

ions By:

Its: Board President

<u>CSP</u>:

CS PARTNERS, LLC, a Michigan

limited liability company

By: Maria Dockins

Its: CEO

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

By: _ Maria Dockins

Its: President

Exhibit A to SERVICES AGREEMENT

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

EDUCATIONAL MANAGEMENT SERVICES TO BE PROVIDED BY CS PARTNERS, LLC

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

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

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

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

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

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

1. the Academy and/or CSP with prior approval of the Board may solicit and receive grants and donations in the name of the Academy from various funding sources consistent with the mission of the Academy;

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

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

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

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

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

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

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

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

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

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

O. CSP shall provide the Board with:

- 1. a projected annual budget prior to July 1st of each school year, related to the Services in accordance with the Contract and the Educational Program which budget shall include a budget reserve amount as determined by the Board;
- 2. detailed monthly statements (or as requested by the Board) no more than thirty (30) days after month's end. Financial statements will be provided as directed by the Board within reason prior to each Board meeting to allow time for all Board members to review the information prior to the meeting. These financial statements shall include: a balance sheet, a statement of revenues, expenditures and changes in fund balance at object level detail with comparison of budget-to-actual and explanations of variance, and a cash flow statement. These statements shall include all revenues received, from whatever source, with respect to the Academy, and detailed budgets with statements of all direct expenditures (with details) for the Services rendered to or on behalf of the Academy, whether incurred on-site or off-site;
- 3. facilitate the annual audit in compliance with Applicable Laws showing the manner in which funds are spent at the Academy, however, it is acknowledged that only the Academy shall select and retain independent auditors and the Academy shall contract directly with any auditor of its choice, and CSP will cooperate with the production of any and all documents necessary for the audit. Any such audit shall be the property of the Academy; and

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4. other information as reasonably requested by the Board to enable the Board to monitor CSP's performance under the Agreement.

P. CSP shall develop comprehensive crisis management procedures to prepare for crises, including but not limited to natural disasters, bomb threats, active shooters or violent situations, hostage situation, serious injury or illness, hazardous materials accident or fire. These include: 1) Creating and providing resources for identifying warning signs or behaviors; 2) Developing, implementing, and regularly updating a crisis response plan; 3) Forming and training a Crisis Team responsible for implementing crisis plans; 4) Practicing and performing all statutorily required safety drills, and; 5) Reporting to the Academy Board on the implementation of the Crisis Management Policy.

HUMAN RESOURCES SERVICES TO BE PROVIDED BY PARTNER SOLUTIONS FOR SCHOOLS

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

R. As set forth in the Agreement, CSP shall identify and appoint a School Leader and if applicable, members of a Leadership Team to administer the Educational Program at the Academy (the "School Leader"). The School Leader will be an employee of CSP.

S. CSP shall work with the School Leader to provide the Academy with such teachers, qualified in the applicable grade levels and subjects consistent with the Contract and Applicable Law. CSP shall ensure that the curriculum taught by the Academy's teachers is the curriculum set forth in the Contract. Such teachers may also provide instruction at the Academy on a full or part time basis. If assigned to the Academy on a part-time basis, such teachers may also provide instruction at another institution, or other locations approved by CSP. Each teacher assigned to the Academy shall meet and maintain all necessary requirements as established by the Michigan Department of Education, the Authorizer, and State and federal law.

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

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

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

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Tab 6

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CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

<u>Physical Plant</u>

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

SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

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

2. The address and a description of the proposed physical plant (the "Proposed Site") of Flex Tech High School Shepherd ("Academy") is as follows:

Address: 380 West Blanchard Road Shepherd, MI 48883

<u>General Description</u>: The 69,000 sq. ft. facility is owned by The Morey Foundation and was constructed in the spring of 2000. The parcel sits directly on the border of the Shepherd Public and Mt. Pleasant City School Districts within the Gratiot-Isabella RESD. There are 16 classrooms, with additional specialized space that includes an art room, music room, gymnasium with separate locker rooms for both boys and girls, a weight room, media center, chemistry lab, biology lab, middle school science lab, greenhouse, tech lab, business education room, and a cafeteria with stage and presentation area, a commercial kitchen, and related equipment. The facility also has several storage areas, meeting rooms, custodial space, and office and staff-related workspaces. The building was operational as a public charter school from 2001 through 2009, serving as the site for Morey Public School Academy's middle and high school programs.

The Academy will primarily be housed in the north wing of the facility. Please reference the layout for specific detail. The "red" border details the primary space that the proposed Academy will use on a regular basis. The area highlighted in "green" details the academic space that the proposed academy will use.

Term of Use: Term of Contract.

<u>Configuration of Grade Levels:</u> Ninth through twelfth grades.

Name of School District and Intermediate School District:

Local: Mt. Pleasant Public Schools

ISD: Gratiot/Isabella

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.

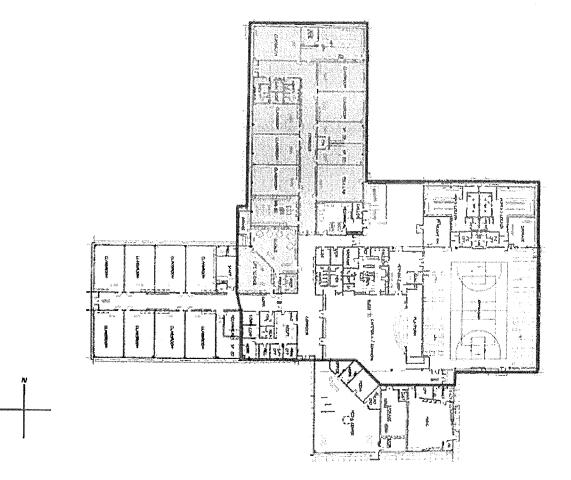
- A. Size of building
- B. Floor Plan
- C. Description of Rooms

D. Copy of lease or purchase agreement

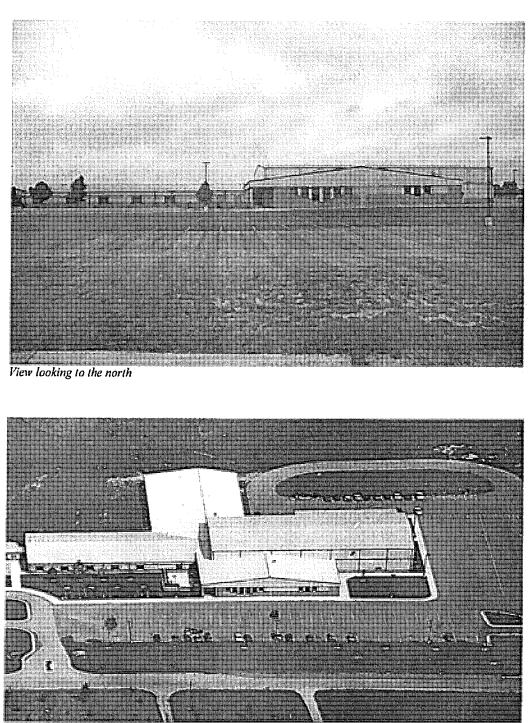
4. In addition, the Academy and the College Board hereby acknowledge and agree that this Contract is being issued to the Academy with the understanding that the Academy cannot conduct classes as a public school academy in this state until it has obtained the necessary fire, health and safety approvals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



Pictured below is a schematic that shows the entire layout of the building:



Overhead view looking to the north

918 W BLANCHARD RD OCCUPANCY MOREY School FEMEDATION CERTIFICATE is hereby made that the building described herein has been inspected and no violations of the building code of the J.C.C.A. for Housing code of Michigan having been found therein, said building is SSUANCE pursuant to Section 79% of the Municipal Code of the J.C.C.A., and Section 99 of the Housing Law of Michigan and void in case of fraud, mistake, or latent violation not accertainable at time of YEAR 92 TYPE MASOLIARY CLASS GRUD E inspection. Revocable if changes are made in construction without approval of the Department of Buildings. 100 93 foint Construction Code Authority Deerfield, Freemont, Nottawa, Rolland & Sherman Townships Department of Buildings and Safety Engineering Certificate of Occupancy 3032 S. Winn Rd. • Mt. Pleasant, MI 48858 hereby accepted as conforming to the applicable provisions of these laws. Date of Insurance_ James Chaney Building Dept. (517) 773-4401 і; Ш BLDG. PERMIT NO. 1865 Structural Inspector Heating Inspector Plumbing Inspector. Electrical Inspector JCCA Form #1001 LOCATION Fire Dept. 6-5

Lease Agreement

The Academy's Lease Agreement is not yet complete. The Academy shall submit a revised Lease Agreement to the Charter Schools Office by August 31, 2018. Upon completion, the Academy shall submit a copy of the executed Lease Agreement to the Charter Schools Office, which the Charter Schools Office will then submit to the Michigan Department of Education.

Tab 7

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CONTRACT SCHEDULE 7

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

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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.

Tab A

SECTION A

GOVERNANCE STRUCTURE

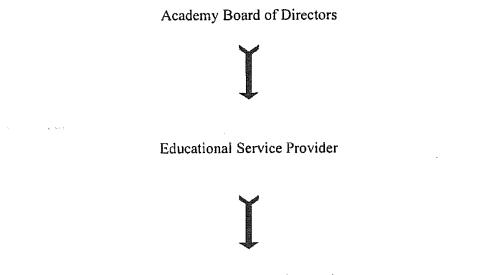
SCHEDULE 7a

GOVERNANCE STRUCTURE

The College Board shall appoint the Flex Tech High School Shepherd 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 its contract and the applicable laws. The Bylaws further describe the Academy Board's governance structure.

The Academy is incorporated as a non-stock, directorship nonprofit corporation. The College Board establishes the initial number of board members to be seven (7). The Academy Board shall have at least five but no more than nine 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 College Board. The names of the initial Academy Board members and their terms of office are contained in the Resolution. The selection of subsequent Academy Board members will be administered according to the Bylaws.

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. A copy of the Academy's organizational chart is set forth below.



Teachers, Secretary, Teacher Assistants

The Flex Tech High School Shepherd Board of Directors currently consists of five (5) members. The Bay Mills Community College board of Regents appointed each of the following individuals as Academy Board members. The term of office for each individual was decided by resolution of the Academy Board.

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

Board President:	Dawn Thomas
Home Address:	5320 N. Water Road, Sanford, MI 48657
Cell Phone:	989-284-5012
Term Expires:	June 30, 2020

June 30, 2020

Vice President: Home Address: Cell Phone: Term Expires: Amanda Lynn Foster 519 Herbert Street, Blanchard, MI 49310 269-506-1535

Treasurer/Secretary: Home Address:

Cell Phone: Term Expires: Matthew William Miller 745 Eastwood Drive, Clare, MI 48617 989-240-0564 June 30, 2019

Board Member:

Home Address: Cell Phone: Term Expires: James William Shoemaker, Jr. 3062 St. Andrew Drive, Mt. Pleasant, MI 48858 231-330-1372 June 30, 2021

Board Member:

Home Address: Cell Phone: Term Expires: David D. Forquer 483 M46, Edmore, MI 48829 989-330-3640 June 30, 2021

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Tab B

SECTION B

EDUCATIONAL GOALS

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

Educational Goal to be Achieved:

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

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

Measure 1: Student Achievement

The academic achievement of all students in grades 9-11 will be assessed using the following metrics and achievement targets.

GRADES	METRICS	ACHIEVEMENT TARGETS
Grades 9-11	The average grade-level scores in	Students enrolled for two or more
	reading and math as measured by	consecutive years will on average
	the Measure of Academic Progress	achieve scores equal to or greater
	by NWEA and average scores in	than the college readiness
	all subjects as measured by SAT	achievement targets identified in this
	test.	schedule.

Measure 2: Student Growth

The academic growth of all students in grades 9-11 at the Academy will be assessed using the following metrics and growth targets:

Grades	Metrics	Growth Targets
Grades 9-11	Growth made by students from	Students will on average achieve fall-to-
	fall-to-spring in reading and	spring academic growth targets for
	math as measured by growth	reading and math as set for each student
	targets set for each student on	on the Measure of Academic Progress
	the Measure of Academic	by NWEA.
	Progress 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.

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

Achievement Targets

Grade	NWEA Reading End-of- Year Target	NWEA Math End-of-Year Target
9	222.9	236
10	223.8	236.6
11	Composite SAT Score - 990	

Tab C

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SECTION C

EDUCATIONAL PROGRAMS

EDUCATIONAL PROGRAM

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.3, the Academy shall implement, deliver, and support the educational programs identified in this schedule.

Mission

FlexTech High School-Mt. Pleasant ("Academy") will prepare each student for success in career, life, and higher education by providing an opportunity to earn a high school diploma in an engaging program with flexible scheduling and authentic learning experiences. FTMP will provide a personal and caring environment, where students become active participants in planning and preparing for their future.

Vision

The Academy is committed to providing an environment that combines relationships, relevance, and rigor where students can:

- take control of their education plan, allowing students to become proactive learners and encouraging personal growth;
- engage in relevant learning experiences that use community mentors;
- become critical thinkers who value learning as a life-long process; and
- learn 21st Century skills to prepare for the workplace.

Values

The Academy is committed to preparing students for the contemporary work world by creating a school where students build essential skills and integrate content knowledge into activities and projects, work collaboratively, both in person and remotely, and solve problems creatively.

Students will be involved in:

- monitoring the an individualized achievement plan that tracks project and standards completion;
- acquiring the social skills needed for academic and workplace success;
- developing personal responsibility through self-paced, technology and project-based learning which allows each student to advance through successful demonstration of content mastery;
- practicing the 21st Century skills of communication, collaboration, creative problem solving and critical thinking through the use of technology; and
- making the connections between effort and quality by monitoring and reporting the time and effort spent on work.

At the Academy, teachers will:

- regard each student as a distinct learner with individual educational goals and needs;
- provide knowledgeable, skillful, and compassionate guidance;
- reach out to families and guardians to support the student;
- be engaged in continuous professional development in a collaborative and supportive work environment;

- model personal and social responsibility; and
- teach relevant and rigorous academic content.

Parents and guardians of Academy students will:

- commit to providing basic needs such as transportation;
- agree to the rules and expectations of the school and support its mission;
- proactively support students by participating in school functions or project presentations; and
- be welcomed in the Academy as a full and contributing member of the school community.

Program Delivery

The Academy is committed to welcoming students into school in a way that starts with the student, not the classes. By acknowledging and recognizing the areas where students may have previously struggled in school and assisting the student in designing a program that addresses these needs, students can value themselves as learners and re-engage in the learning process. Students' need for meaningful, relevant work is central to the delivery model. According to the Hope Study¹, when students are empowered to advocate for projects and for themselves, or are encouraged to demonstrate learning in alternative ways, they build internal motivation and a sense of self-efficacy. This not only supports engagement but also begins to develop an academic self, a student who believes in his or herself as academically capable and viable. This can transform a student from one who may have believed that high school completion was out of reach to one who now imagines a college future.

Intake Process

Upon enrollment each student meets with a member of the administrative team to discuss the student's academic past, review transcripts, and develop a personalized learning plan that includes the following:

- credits and course work currently completed:
- credits and courses needed for graduation;
- credits, coursework, extracurricular activities, and test scores necessary for college acceptance;
- individual schedule development designating times in school, including online course work and mandatory advisory meetings; and
- individual learning profile detailing where students have been successful in and out of school, and how to be successful at the Academy.

In the course of this interview, the student is introduced to the Academy's philosophy and provided with a description of the program including the expectations for work in and out of the school and what constitutes satisfaction of credit, the process of earning competencies, and graduation requirements. At the conclusion of the meeting, students commit to their own success and to the accountability standards of attendance and progress.

¹ Newell, R. J., & Van Ryzin, M.J. (2007, February). Growing hope as a determinant of school effectiveness. Phi Delta Kappan, 88(6), 465-471.

The competencies are the cornerstone of the Academy's curriculum. The competencies meet the requirements of the Michigan Merit Curriculum ("MMC") and integrate the CCSS. By breaking each course down to essential competencies that are published goals for all, students can choose to work through the curriculum in a variety of ways. The competency-based approach necessitates an instructional design where teachers act as consultants to students in translating learning goals and standards and exploring and expressing content. The Academy's model is based on using feedback from formative assessments specific to the task or process, or related to self-regulation, which has been shown to have a positive effect on student achievement.² The model is applied in conjunction with competency-based grading, the benefits of which allow a student to test out of an area where they are already proficient, but not necessarily a whole course. The use of a competency-based curriculum "map" helps remove the guesswork for students and the close advisor relationship provides the scaffolding to continuously redesign the pathway toward the goal as necessary. The "map" also allows the student to see progress in school in a visual, highly understandable way. According to Robert Marzano's meta-analysis, simply establishing and communicating learning goals in ways that allow students to track their progress and set goals results in increased student achievement.³

The Academy will borrow concepts from Big Picture Schools, one of the first schools to advocate for a personalized, advisory-driven, and project-based approach to learning. The Academy and Big Picture Schools share the common understanding that adolescent students, in particular struggling students who may be lacking support at home, need the right balance of support, intervention, clear instructions, explicit guidance and freedom to take their time or to find an appropriate avenue by which to approach the content or the skill. Therefore, the delivery of content in a combination of projects that are developed at the school with the close supervision of the teacher-advisor, supplemented with online work allows students to make rapid progress and feel successful.

The curriculum design supports a "truly personalized school." As Littky & Grabelle (2004)⁴ from Big Picture Schools point out, "a truly personalized school is ultimately flexible in its student groupings, schedules, curriculum, activities, and assessment tools." All students' educational programs are designed by the people who know them best: the student, his or her parent(s), and his or her teachers. Central to the advisory program is a robust and comprehensive Educational Development Plan ("EDP") each student develops under the guidance of an advisor. The EDPs are reviewed and updated annually by the student, creating a dynamic document to assist students in planning for their future through reflection on their current performance and goal attainment.

⁴ Littky, D., Grabelle, S., (2004). *The Big Picture: Education Is Everyone's Business*. Alexandra, VA. Association for Supervision and Curriculum Development

² Marzano, R.J. (2010. Formative Assessment and Standards Based Grading. Bloomington, IN: Marzano Research Laboratory.

³ Marzano, R.J. (2007). *The Art and Science of Teaching, Alexandria, VA*: Association for Supervision and Curriculum Development.

Instructional Approaches

The Academy believes strongly that the school must address the non-cognitive factors that affect student learning in a very deliberate fashion, which is achieved in two key ways. The first is through the advisory program and the second is through the project-based learning approach, both of which are held together by maintaining a focus on the Academy's academic and social expectations.

The program uses advisory to conduct explicit instruction in mindset, or the power of our own thinking about our abilities, as well as structure academic work in ways that build academic perseverance. As cited in a University of Chicago study:⁵

There is clear research evidence that students' mindsets have strong effects on their demonstration of perseverant behaviors such as persistence at difficult tasks. When students value the work they are doing, feel a sense of belonging in the classroom context in which they are working, feel capable of succeeding, and believe they will master challenging material with effort, they are much more likely to engage in difficult work and see it through to completion. Dweck, Walton, and Cohen (2011) explicitly suggest that the ways to improve academic tenacity are through interventions aimed at changing students' mindsets directly or by establishing classroom conditions that support the development of positive mindsets. When teachers can present tasks in ways that make success seem attainable, and when they provide students with the support and tools to be successful, students are more likely to engage and persist in those tasks (Dweck, Walton, & Cohen, 2011).

During the advisory class, students will receive this explicit instruction to reframe beliefs about their brain and their ability to learn, to demonstrate the relationship between effort and achievement, and to study the academic behaviors that lead to future success. In addition to studying mindset, students and staff will also study choice theory through William Glasser and others who teach students about what they can control and the factors that they cannot control. This type of instruction helps to build a common language in the school that can be used when students are struggling in course work or projects. It also provides a framework within which teachers can work comfortably and can change the dynamic of the conversations with students, shifting them from authoritative and often punitive control to conversations about choices, consequences, plans, and goal-setting. The delivery of this curriculum will include sharing the actual studies and data with students in an academic manner, thereby sharpening the skills we seek to improve as we study them.

The advisory program is the foundation upon which the personal and caring environment is built. It provides a model to any public school in recognizing the importance of the whole child and social-emotional learning. Recently proclaimed by contributors to the *ASCD Express* publication of August 2, 2012,⁶ as the "next Superman," schools across the country are discovering that carefully designed advisory programs that focus on the social-emotional welfare of students; goal setting and progress monitoring are seeing improvement in student attendance and achievement.

⁵ s Farrington, C., Roderick, C., et al., (2012, June). *Teaching Adolescents to Become Learners*. The University of Chicago Consortium on Chicago School Research.

⁶ Chaffee, R., Landa, J., & Marchesi, S. (2012, August 2). Is Advisory the New Superman? ASCD Express, v 7 (22).

Project-based learning ("PBL") is also essential to engagement. PBL is not only complementary to the strong advisory program, because advisory has the consultation time necessary for PBL already built in, but is also the best pedagogical approach for the acquisition of 21st century skills,⁷ for mirroring the contemporary workforce and workplace, and for creating relevance having students understand why school is important through discovery. This is the key to engagement. In an analysis of literature about PBL effectiveness, the Buck Institute for Education concludes that PBL can:⁸

- be more effective than traditional instruction in increasing academic achievement on annual state-administered assessment tests; be more effective than traditional instruction for teaching mathematics, economics, science,
- social science, clinical medical skills and for careers in the allied health occupations and teaching;
- be more effective than traditional instruction for long-term retention, skill development and satisfaction of students and teachers;
- be more effective than traditional instruction for preparing students to integrate and explain concepts;
- improve students' mastery of 21st-century skills;
- be especially effective with lower-achieving students; and
- provide an effective model for whole school reform

Successful PBL requires the development of a school culture and establishment of relationships. Therefore, the Academy guides students into the PBL process gradually. Students spend a considerable amount of time learning about the process involved in developing a project, in establishing rubrics of quality to reflect traits like critical thinking, and in using time well. The school spends time counseling students in how a seat time waiver works to support student learning. That is, the quality and quantity of work is not changed as students are still responsible for the demonstration of mastery of the Michigan Merit Curriculum but are navigating through it in an atypical fashion.

Although freedom and choice are important to both the school and the students, the PBL process is standardized to resemble processes that look much like project management in the modern workplace. Students have templates to justify the project, pitch it, manage it through Project Foundry software, and provide updates on the project. The software provides support to teachers and parents as well, as it documents the standards that students are working on, records those that are completed, and keeps track of those that need to be completed.

Retrieved from http://www.ascd.org/ascd-express/vol7/722-chaffee.aspx.

⁷ Ravitz, J., Hixson, N., English, M., & Mergendoller, J. (2012). Paper presented at American Educational Research Association. Using project based learning to teach 21st century skills: Findings from a statewide initiative. Vancouver, BC. Retrieved from http://www.bie.org/research/study/PBL_21CS_WV

⁸ Buck Institute for Education. (2009). *Does PBL Work?* Retrieved from http://www.bie.org/research/ study/does_pbl_work Technology plays an important part in the development of student skills. The Academy may use online providers such as Google Classroom, Khan Academy, and CK-12 to deliver content, and some students may use Michigan Virtual School ("MVS") to earn full course credit as well. Technology may range from the student's smart phone to tablets, to laptops, to high-powered desktops that students might use to create games, applications, movies, or instructional tools. The use of technology is not a goal in and of itself, instead, discovering how technology can assist in solving problems and can be a tool for collaboration is the focus and the format of technology integration.

The Academy shares The Partnership for 21st Century Skill's ("P21") vision for education⁹, which involves using the standards, assessments, and accountability measures set by the State of Michigan and then aligning them with the 21st Century skills that follow:

- Emphasize core subjects: expand beyond basic competency to understanding at much higher levels.
- Emphasize learning skills: keep learning continually throughout their lives; information and communication skills, thinking and problem-solving skills, interpersonal and selfdirectional skills.
- Use 21st Century tools to develop learning skills: access, manage, integrate, and evaluate information, construct new knowledge, and communicate with others.
- Teach and learn in a 21st Century context: real-world examples, applications, and experiences both inside and outside of school; relevant, engaging, and meaningful learning.
- Teach and learn 21st Century content: global awareness; financial, economic and business literacy; and civic literacy.
- Use 21st Century assessments that measure 21st century skills: sophisticated assessment at all levels using new information technologies to increase efficiency and timeliness.

P21 provides resources in developing lessons and units that meet the goals of the CCSS and focus on relevance. The intentional focus helps teachers and students work with content in a way that makes its application to real-world scenarios genuine while simultaneously building the skills of communication, collaboration, and use of technology to demonstrate the qualities we seek to build in students.

Academy teachers and administration are involved in an on-going professional development program that employs the same model as the school improvement cycle: research and plan, do the work, evaluate, and adjust. The school's leadership has planned the calendar so that teachers are provided a minimum of two-weeks of professional learning. Furthermore, teachers study the language and behaviors of high expectations. These studies are conducted in ways that are applied to the classroom and advising activities, used to inform the construction of the school schedule and individual student's schedule, and applied directly to teachers' own practice. The school provides time every Friday afternoon for collaborative planning and professional development and training from skilled professionals in numerous areas, including, but not

⁹ Partnership for 21st Century Education. Washington DC, 2011. Available: http://www.p21.org/tools-andresources/ publications

limited to, social emotional learning, project-based learning, using technology to enhance instruction and increase engagement, as well as in using and applying Marzano's (2007) Unit Design questions from *The Art and Science of Teaching* in conjunction with Wiggins & McTighe's (2005) *Understanding by Design*.

Curriculum Flexibility

Special Education

When making educational placement decisions for students with disabilities, the Academy will ensure that parents are contributing members of the IEP team and together the team is making decisions that are subject to requirements regarding provision of the LRE. When determining how services will be delivered to students with disabilities, the Academy will follow all Special Education Rules as issued by the Michigan Department of Education. If a child with a current IEP enrolls in the Academy, 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 in accordance with the Individuals with Disabilities Educational Improvement Act ("IDEIA") and state law and regulations. The Academy will fully comply with federal laws and regulations governing children with disabilities as follows:

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

In addition to being compliant to all laws regarding students who need special education services, 504 plans, or English Language Learners ("ELL") services, the Academy also uses the Response to Intervention ("RTI") model to identify struggling students and put in assistive plans that may include recommendations for social work, counseling, or curriculum accommodations that are monitored for success.

RTI Model

The RTI is a specialized program embedded within the classroom to serve students who have special learning challenges. RTI screens all students to identify those who are at-risk for learning failure. Through regular opportunities to consult with the RTI, classroom teachers gain specific knowledge and skills to use with their students through proactive, focused interventions. Intensive intervention delivered by a specially trained instructional faculty is provided to identify students early in the school program to prevent failure. Teachers trained in special education provide individual support to students identified through the IEP process.

The RTI model includes special education services provided by appropriately certified faculty.

In addition to providing services for special education students, the Academy's project-based learning instructional approach lends itself to meeting the needs of all learners (e.g. below grade level and gifted and talented). In conjunction with the advisor, a student may create a project that may be differentiated based on the student's specific skill level and interest. The student can demonstrate differentiated projects through content, process, product, and learning environment. The Academy's infusion of differentiation and project-based learning serve as a flexible method to accommodate students' different learning needs and preferences.

Assessment

The Academy intends to use assessment not only as a guide to instruction, but also as an instructional tool. Students who perform well on a multitude of assessment types such as multiple choice standardized tests, written response tests, projects, and performances are prepared to solve problems as adults. The Academy's assessment plan describes student learning targets and prepares students for different types of assessment. In any class, students may do a performance piece and also take a multiple choice/short answer test that not only prepares them for the types of assessments they may encounter post-high school, but also builds critical thinking skills.

The Academy uses performance evaluations to set annual targets based on progress towards meeting measurable goals. These annual targets are re-evaluated each year to ensure relevance and attainability. The Academy communicates progress towards targets and goals to students and parents through multiple means including progress reports, parent-teacher conferences, teacher office hours, and informational meetings following the receipt of standardized testing results. Annual reports are generated at the end of each school year.

However, students are the primary drivers in evaluating individual performance. Through the advisory program as well as through classroom instruction, students are engaged in regular progress monitoring and in goal setting aligned with the accrual of credits. Students understand how many and which credits they need to earn to fulfill a minimum of one year's learning in one year's time and log this progress and submit to the teacher-advisor. The school uses this information to communicate progress to parents appropriately and also uses this to identify weaknesses in the curriculum or implementation of the curriculum.

The school uses numerous summative data like the SAT, PSAT and M-STEP to provide individual information on targeting specific deficiencies as well as guiding the overall program toward the reading and critical thinking skills required to do well on state standardized tests, as well as to prepare students for college and career. Formative assessment happens daily in any skilled teacher's classroom. Because of the highly personalized nature of the program, teachers use conversations and written student reflections to guide their understanding of student ability and learning and make adjustments to classroom instruction as they go. The essential piece behind formative assessment is the clear understanding and communication of learning goals on the part of the teacher. Teachers construct units that communicate the whys of learning what they are teaching while also describing some of the ways students could engage in the content or skill and demonstrate mastery. Through the RTI system and collaborative planning time, teachers are supported and guided in developing these units. Teachers use formative classroom data responses to questions, short quizzes, exit cards, journals, rates of turn-in, and participation to constantly evaluate their pedagogy as well as the content in these forums and use the expertise of peers, leaders, trainers, and support staff to guide their practice.

The assessments administered at the Academy (see table below) are comprised of the required assessments (highlighted) as well as Academy created or chosen assessments. These assessments do not reflect the whole of assessments at the Academy; rather, these are the assured assessments students in these grades are required to take. The Academy also uses summative assessments, which provide a means for students to "test out" of certain units. As students enter the Academy and progress in their studies, they demonstrate mastery of these skills and "check off" the appropriate standards in the standards map. Similarly, students who do not do well on the assessments are placed in units of study to address needs.

Assessment	Grades Assessed
PSAT 8/9 for grade 9: paper/pencil assessment	9
PSAT 10 for grade 10: paper/pencil assessment	10
Michigan Merit Exam ("MME") (SAT w/ Essay)	11
Reading	9-12
 Writing and Language 	
 Math (with calculator) 	
 Math (no calculator) 	
ACT WorkKeys: paper/pencil assessment	11
 Workplace Documents 	
Applied Math	
 Graphic Literacy 	
M-STEP Science Field Test	11
M-STEP Social Studies	11
Scientific Literacy—Method and Experimental Design	9-12
Math Basics—The foundations of math	9-12
Communication Skills (Speaking and Listening)	9-12

Transition

Students who enter the Academy are seeking a learning environment unlike a typical traditional school. The unique qualities of the Academy inherent in PBL, advisory, flexible scheduling, and an emphasis on 21st Century Learning requires training in order to smoothly and successfully transition new students into the Academy. Through an intensive first week orientation, along with follow-up and supporting activities in advisory, new students are transitioned to this environment. Continual close mentoring through the advisory program supports these transitional activities. Similarly, when students prepare to leave, the Academy engages in a yearlong senior portfolio project that showcases the ability to apply the skills of time-management, self-advocacy, organization, and problem solving to their next work or learning environment. This will involve reflection on the student's part as well as an exit interview in which the student articulates the way that they have been learning and how to transfer and apply this learning to new situations.

Advisory Check-Ins

All students at the Academy grades 9-12 receive check-ins in their advisory class. Each check-in serves to build relationships among advisories and also serves to purposefully assess each student's current progress toward graduation, post-high school plans, career ideas or hopes, the pathway to get there, personal information, assessment results, and learning targets. Students receive check-ins from the advisor consistently through the advisory class, allowing opportunities for personally reflecting on the progress and the struggles, and celebrating the successes.

Graduation Requirements

The Academy understands the main reason for the implementation of the Michigan Merit Curriculum is to safeguard the quality of the high school education students receive and to prepare all students for success in college and career. Further, the Academy understands that the MME/SAT were adopted as measures of this quality. The Academy is committed to establishing mastery of the Michigan Merit Curriculum Standards and CCSS by using skills such as reading complex texts, drawing and defending conclusions, generating and testing hypotheses, employing analogous thinking and other critical thinking skills across the curriculum. Ultimately, the measures for meeting this goal are steadily rising scores and proficiency ranking on the MME/SAT.

The Academy closely monitors student success in course work and uses a balanced assessment system to determine mastery and maintain rigor. Although projects are central to the Academy's mission, there is always a place for more traditional assessment methods. This strategy is regarded as essential for preparing students for the many ways they are asked to manipulate and process information in college or the workplace. The Academy uses the data to direct students to specific projects, courses, or components of courses. The Academy may also design skill-based workshops for groups of students who need remediation in areas (e.g. math facts or reading comprehension). In these cases, mini-courses, using high engagement strategies from Marzano's *The Art and Science of Teaching*¹⁰, are utilized to get quick results and build students' sense of efficacy.

Michigan High School Graduation Requirements (18 Credits)

ENGLISH LANGUAGE ARTS (ELA) – 4 Credits

• Proficiency in State Content Standards for ELA (4 credits)

MATHEMATICS – 4 Credits

• Proficiency in State Content Standards for Mathematics (3 credits); and

• Proficiency in district approved 4th Mathematics credit options (1 credit) (Student MUST have a Math experience in their final year of high school.)

ONLINE LEARNING EXPERIENCE

• Course, Learning, or Integrated Learning Experience.

PHYSICAL EDUCATION & HEALTH – I Credit

• Proficiency in State Content Standards for Physical Education and Health (1 credit); or

¹⁰ Marzano, R. J. (2007) *The Art and Science of Teaching. Alexandria, VA:* Association for Supervision and Curriculum Development.

• Proficiency with State Content Standards for Health (1/2 credit) and district approved extracurricular activities involving physical activities (1/2 credit).

SCIENCE – 3 Credits

• Proficiency in State Content Standards for Science (3 credits); or

• Beginning with the Class of 2015: Proficiency in some State Content Standards for Science (2 credits) and completion of a Department approved formal Career and Technical Education (CTE) program (1 credit).

SOCIAL STUDIES – 3 Credits

• Proficiency in State Content Standards for Social Studies (3 credits).

VISUAL, PERFORMING, AND APPLIED ARTS - 1 Credit

• Proficiency in State Content Standards for Visual, Performing, and Applied Arts (1 credit). WORLD LANGUAGE – 2 Credits (Effective with students entering 3rd Grade in 2006) • Formal coursework or an equivalent learning experience in Grades K-12 (2 credits); or • Formal coursework or an equivalent learning experience in Grades K-12 (1 credit) and completion of a Department approved formal Career and Technical Education program or an additional visual, performing, and applied arts credit (1 credit).

Michigan Merit High School Graduation Requirement Overview

The Academy is in compliance with Michigan in requiring students to meet all parts of the MMC to graduate as is evidenced in the current course offerings:

Michigan Merit Curriculum	18 credits
Advisory (.5 required per year of enrollment)	.5 - 2.0 credits
Electives	.5 – 4.0 credit

Total Academic Credits Required for Graduation: 20 credits

MICHIGAN MERIT CURRICULUM & ACADEMY REQUIRED CREDITS

Content Area	Credits	Description
English	4.0	English Language Arts 1, English Language Arts 2
		English Language Arts 3 English Language Arts 4
Mathematics	4.0	Either the integrated Math 1 and Math 2,
		or the traditional Algebra I, Geometry, Algebra II, and
		one additional math course.
Science	3.0	Biology, Physics or Chemistry, and one additional
		science credit
Social Students	3.0	.5 credit in Civics, .5 credit in Economics, U.S. History
		and Geography, and World History and Geography
Visual Arts	1.0	Visual Arts or Digital Arts
Physical Education/Health	1.0	Physical Education and Health course
Foreign Language*	2.0	Students may receive credit if they have had a similar
		learning experience in grades K-12.
Electives	.5-4.0	Courses will vary
Advisory	.5-2.0	Must pass advisory each scmester

*Can be substituted for formal coursework or an equivalent learning experience in Grades K-12 (1 credit) and completion of a department approved formal CTE program or an additional visual, performing, and applied arts credit (1 credit).

Program Evaluation

The Academy evaluates the Educational Program by monitoring progress toward mission specific measures. The goals include achievement targets that are measured with standardized assessment scores, percentages of standards/competency completion, attendance data, work completion, quality of projects, feedback from community sponsors and mentors, perception data gathered from surveys of students, parents and staff, and enrollment and retention data. Ultimately, the success of the program rests upon academic achievement that translates into success in college, career, and life. The Academy endeavors to follow its students post-graduation to measure its program over the long-term.

The Academy's mission specific measures are delineated through student achievement, student progress, and post-secondary plans. Student achievement is measured as follows: 1.) All students who have been enrolled for three or more years at the Academy on average will demonstrate academic achievement in Reading, Writing and Language, and Math as measured by the SAT test each spring that is equal to or greater than the achievement targets established by College Board and 2.) The Academy will demonstrate improved academic achievement for all groups of pupils in science and social studies as measured by the M-STEP test that is equal to or greater than the growth targets established by the Michigan Department of Education (MDE).

Regarding student progress, all students will make adequate progress in core competency attainment each school year. Lastly, post-secondary plans are measured through the creation of an FTMP Portfolio and presentation of a Senior Chronicle that demonstrates completion of an internship or a career study as well as successful mastery of the advisory curriculum.

The Academy gathers data to monitor progress toward these measures and establishes a reporting timeline, ideally twice per year—at the mid-point and at the end of the academic year. The Academy will share data with all stakeholders to determine areas for improvement and adjustments to the curriculum, to the instructional delivery models, to the advisory component, or to the counseling component.

Tab D

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SECTION D

CURRICULUM



Curriculum Document

Vision Statement

FlexTech is committed to providing an environment of success for high school students who have unique challenges in successfully completing their high school education. Through strong relationships, relevant coursework, and flexible scheduling students will be closely mentored to successfully complete the FlexTech program. FlexTech will help students:

- Take control of their educational plan, allowing them to become proactive learners and encouraging
 personal growth.
- Work at their own pace on graphic-rich, comprehensive, computer-based classes, allowing them to test out of lessons through the use of mastery tests.
- Become critical thinkers and problem solvers developing strong collaborative and communication skills through project-based learning.
- Discover and develop their creativity and innovation skills through challenging and engaging projects and strong one-on-one mentoring.
- Receive the supports necessary for success through a strong mentor program.
- Develop an individualized plan for high school completion and post-secondary planning through a comprehensive intake procedure.

Mission

FlexTech will prepare each student for success in career, life, and higher education by providing an opportunity to earn a high school diploma in an engaging program with flexible scheduling and authentic learning experiences. FlexTech will provide a personal and caring environment where students become active participants in their learning and in their planning for the future.

How FlexTech Works

Our Philosophy

"High school defined by you" means that we are creating an environment for students to fulfill all the learning requirements needed to earn a high school diploma in a way that caters to their individual needs and interests. Teachers serve as advisors and mentors in each student's academic and personal development. Advisors guide students through high school and prepare them to be successful after they graduate. School shouldn't be boring, torturous, useless, and just something that students "have to get through." We want to make school something that students want to do. We accomplish that by integrating their learning with their personal interests and goals, Everyone is capable of learning when they are interested.

What It Means for Students

Education shouldn't look like a "layer-cake" - e.g. take biology, then chemistry, and then physics. Our goal is to integrate content from multiple subjects with something that is relevant and interesting to the student. To do this, students and advisors together brainstorm ideas for projects, and then select the learning targets (aka *competencies*) most relevant to their idea and form projects that cover multiple content areas at one time.

The overall objective is to complete approximately 25% of FlexTech's competencies per year (about 49 competencies), and those can be completed through projects and/or online classes. Advisors work with students to develop a plan to complete the necessary competencies each year, depending on the student and their needs.

What Does Mastery Mean?

FlexTech is interested in students demonstrating their understanding and competence in each subject area, not in them demonstrating their ability to reproduce information continuously. Integrating this standard with our vision statement and mission, we aim to ensure mastery of concepts rather than repetition and memorization.

This objective is seen in the way that we evaluate students throughout the year. Influenced by Anderson & Krathwohl, Marzano, and Wiggins & McTighe, FlexTech has developed a scale for evaluation that lays the foundation for the scales (rubrics) for each content area.

The minimum requirement for a student to show mastery is the 2.0 level, where they are able to communicate that they can identify & describe the key content for a unit of study. Progressing upward on the scale toward a 3.0 or 4.0 level, students display the increased complexity of their understanding of the same concepts covered at a 2.0 level.

One very distinct feature of the FlexTech program is that students are able to repeat competencies as many times as they wish in order to either display their mastery, or display their mastery at a higher level. This means that if a student is initially evaluated at 1.0 for a project, they are able to make edits to progress up to a 2.0, 3.0, or 4.0. This provides students with the opportunity to show their actual learning and comprehension, rather than their ability to take a test or memorize facts and figures.

School-wide Scale Standards

Grade	What it Means	Cognitive Processes	What It Might Look Like and/or Include
			Able to not only understand and explain information, but be able to break it down and communicate it to someone else.
	I can teach it	Analyzing Evaluating Creating Differentiating	Being able to take information that you understand and can explain, and apply it to a new or different situation in a clear and coherent manner
4.0	& apply it	Attributing Critiquing Generating Producing	Breaking material into its constituent parts and determine how the parts relate to one another and to an overall structure or purpose
		Predicting	An in-depth project/paper/presentation in which the final product is entirely student created and driven
3.5	I can teach & apply part of it		g able to explain the material, the student displays partial success formation or is able to teach some elements of the material to someone else, but falls short of a 4.0
		Explaining Summarizing Comparing	Explaining material beyond defining it, adding information and being able to construct a more complete picture of the concept
3.0	I can explain it	Contrasting Applying Interpreting	Understanding concepts in a more complex way and being able to see and explain how they fit together to form the "big picture"
		Classifying Implementing Executing	A project/paper/presentation that covers major concepts with beginning levels of complexity
2.5	I can discuss it More than being able to define or recognize material, the student is able to carry out a conversation with another individual of similar or greater knowledge, but falls short of a 3.0		
		Identifying	Retrieve relevant knowledge from long-term memory
2.0	I get it	Remembering Recalling Recognizing Defining	Identify and categorize information and the connections between information when presented
		Describing Distinguishing	Matching; True/False; Multiple Choice; Fill in the Blank; Short response/descriptions
1.0	I've got some questions	The student	recognizes and remembers some concepts with vagueness, but falls short of a 2.0

Grade	What it Means	Psychomotor (skill) Processes	What It Might Look Like and/or Include
4.0	I can teach skill & apply skill	Integrate Combine Refine Create Adapt Formulate Invent Assemble	Skill involves a higher level of precision as its so well developed that the student can modify movement patterns to fit special a special physical requirement or to meet a creative problem. Coordinating a series of actions or skills, achieving harmony and internal consistency. The individual begins to experiment, creating new motor acts or ways of manipulating materials out of understandings, abilities, and skills developed. Having high level performance while thinking more about the end goal then the process required to complete the needed skill. Relate and combine associated activities to develop methods to meet varying requirements. Develops skills beyond what is taught in the classroom.
3.5	I can teac	h & apply part of it	More than being able to demonstrate the skill, the student displays the beginning steps to combining skills to create a piece or performance, or is able to teach some elements of the skill to someone else, but falls short of a 4.0
3.0	I can use and apply skill to create or perform.	Demonstrate Display Show Control Construct Build Arrange Coordinate	Individual continues to practice a particular skill or sequence until it becomes habitual and the skill has been attained. Action can be performed with some confidence and proficiency. Physical performance is quick, smooth, and performed without hesitation. Skills are applied to a cognitive process.
2.5	perform pa	I can arts of the skill at guidance	The response is more complex than at the previous level, but the student still isn't sure of him/herself and falls short of a 3.0.
2.0	I can copy the skill	Attempt Begin Duplicate Try Repeat Follow Mimic Reproduce Move Proceed	Early stages in learning a complex skill. It includes repeating an act that has been demonstrated or explained, and trial and error until an appropriate response is achieved.
1.0	I've got so	ome questions	The student recognizes and remembers some concepts with vagueness, but falls short of a 2.0

Competencies

What is a Competency?

For every course at FlexTech, there is a list of competencies that a student needs to complete in order to earn credit. <u>A</u> <u>competency is a learning target that describes the content a student needs to master in order to earn credit for that unit of</u> <u>study</u>. Competency totals for each course range between 5 and 14, depending on the length of the class and the amount of specifics that each content area instructor determined were appropriate.

Competencies can be completed in any combination, regardless of the subject area. In fact, we *encourage* students to combine competencies from different subject areas to create a more complete and real world applicable project. For example, a project could focus on two civics competencies; or it could focus on a civics competency, two English competencies, and a physics one, as well.

Earning Credit with Competencies

Partial credit is earned for a course each time a student demonstrates mastery of a competency for that class. For example, if a class had 12 competencies, then every competency in that class is worth 1/12 (.083) credits.

Students can repeat competencies as many times as they wish in order to improve comprehension or their grade. Credit for each competency is only awarded once, although grades can be awarded multiple times (which can improve a student's GPA for the course as well as overall).

Demonstrating mastery of a competency means earning a 2.0 or higher on the project/assessment for the competency. If a project/assessment integrates multiple competencies, students will receive a separate grade for every competency in that project/assessment.

Staff and students have access to all of the competencies needed to complete in order to graduate. These are available from the advisor, and are also posted on websites frequently used at our school.

ENGLISH

2.0 The student will:	3.0 The student will:	4.0 The student will:
	English 9	
	e student will determine the major themes ments of fiction—characterization, point	
	e-level appropriate novel or short story (f e you identify with evidence from the sto	
 Recognize the meaning of theme and how it helps the reader to understand the relevance of a work of literature and its context related to the world outside the story. Define the elements of fiction (characterization, point of view, setting, and conflict, etc.) Identify the elements of fiction within an appropriate text. 	 Demonstrate an understanding of literary characterization, character development, the function of major and minor characters, motives and causes for action, and moral dilemmas that characters encounter by describing their function in specific works. Interpret literary language (e.g., imagery, allusions, symbolism, metaphor) while reading literary works. Be able to state an accurate theme and justify how it accurately represents an understanding of an appropriate text. 	 Evaluate a fictional text and critique the author's control over the elements of fiction. Demonstrate an understanding of a work's theme and explain how that helps to better understand a work of literature and its context. Analyze how the tensions among characters, communities, themes, and issues in literature and other texts reflect human experience.
level appropriate text, and analyze the e In other words You will use context used differently than what you are famil	 student will decode the meaning of unfa ffect of diction and syntax on the overall clues and other tools to identify the mean iar with. You will also use your understa we the language the author uses effects th Interpret the meaning of a text, or unfamiliar words, through the author's use of diction and syntax within appropriate grade level texts. Demonstrate an understanding of how language is influenced by the time period text was written in and the author's background using general information from the text. 	meaning of the text. ning of unfamiliar words or words being anding of diction (word choice) and

<u>Competency 3</u>: Reading Informational Text: The student will determine the thesis of a non-fiction text, identify and cite the supporting evidence, and objectively summarize its meaning.

<u>In other words...</u> You know, or should learn about, what a thesis is. In a nonfiction text this thesis might not be as clearly identified as it is in your own writings. After doing a close reading of a text, determine what the thesis (central topic or argument) of the text is, and provide evidence from the text to support that thesis.

 Identify the thesis of an explanatory nonfiction text. Recognize when or if an author is 	Analyze how effectively the author supports the stated or assumed thesis.	 Analyze the quality of the information being presented with consideration of the strength of the
 citing evidence. Accurately summarize the text. Demonstrate of understanding of how the text can be used to support 	• Evaluate how effectively outside evidence (if present) is being used to support thesis.	 thesis, the conciseness of the writing, and the organization of the writing. Evaluate the effectiveness of the
other learning.		nonfiction writing as a whole in conveying the information or argumentation that it is attempting to convey.

<u>Competency 4</u>: Reading Informational Text: The student will identify and recognize the use of rhetoric as it is tailored to audience and purpose, specifically vocabulary, syntax, and tone.

In other words... Authors write text with a purpose, which is typically to persuade or to inform. Authors also write with a specific audience in mind, which is identifiable by the language, jargon, and challenge involved with reading the text. All of this can be analyzed using an understanding of rhetoric and rhetorical strategies. Use your understanding of rhetoric and rhetorical strategies to analyze a piece of nonfiction writing.

Define rhetoric and explain what	Analyze a piece of nonfiction	Analyze how effectively an author
rhetorical strategies are.	writing and describe rhetorical	is using rhetorical strategies.
Define syntax and diction.	strategies being used.	 Interpret the author's intention in
Describe how an understanding of		writing the text by describing the
rhetorical strategies can improve	used with explicit textual	intended audience and purpose.
understanding of nonfiction texts.	evidence.	 Analyze language and jargon
	Describe overall strategies being	being used and describe how that
	used in the nonfiction text.	supports your idea of who the
		intended audience is

<u>Competency 5</u>: Reading Informational Text: The student will evaluate and compare the argument and claims in multiple texts for validity and relevance as well as the merit of the evidence provided.

<u>In other words...</u> Using two similar persuasive texts, you will look at how the authors construct and support their arguments and attempt to persuade their audience. Appropriate texts would be things like political speeches, editorials, product or media reviews, or other types of opinion pieces that cover the same topics.

Demonstrate an understanding of	Compare two or more similar texts	• Evaluate and critique each text,
what the authors are attempting to	and describe the strengths and	and determine which, if either,
argue or persuade the reader of.	weakness of their arguments using	more effectively argues its thesis.
• Identify the arguments and separate	textual evidence.	 Identify any existing flaws or
them from the evidence being used	 Identify evidence being used and 	mistaken assumptions the authors
to support it.	describe how valid (from an	are making.
• Describe how the quality and use of	established and verifiable source)	• Analyze both the similarities and
evidence influences the strength of	and relevant (current, academic, and	differences in the authors' styles,
an argument.	informative) it is.	deliveries, and use of sources.

Competency 6: Writing: The student will write a narrative that tells a story effectively and engagingly.

<u>In other words...</u> You will select a topic and format that is appropriate for telling an effective fiction or nonfiction narrative that gives readers an insight into the characteristics, motivations, and thoughts of a central character.

 Know and use a variety of 	Write a detailed narrative with	Construct a cohesive and well
prewriting strategies to generate,	strong character development and	thought out narrative that allows
focus, and organize ideas (e.g., free	characterization and a logical story	readers to experience the world
writing, clustering/mapping, talking	arc with a clear beginning, middle	through the eyes or experiences of
with others, brainstorming,	and end.	someone else.
outlining, developing graphic	• Identify detailed characteristics of	• Establish other components of the
organizers, taking notes,	a central character that the reader	story including secondary
summarizing, paraphrasing).	learns about in both direct and	characters, setting, plot, and
Write an effective fiction or	indirect ways.	important details in a manner that
nonfiction narrative short story that		is convincing and engaging.
follows the basic elements of a story		
follows the basic elements of a story		

<u>Competency 7</u>: Writing: The student will use a process of planning, revising, rewriting and/or editing, through a collaborative process using the Internet (cloud computing) to produce clear writing that is appropriate to an assigned task and audience.

<u>In other words...</u> Creating good writing takes time, effort, planning, and editing. Using Google Docs or other methods of sharing your work, show evidence of the steps you have taken to improve your writing, including those steps in the process listed above.

Demonstrate evidence of using	Describe areas where planning,	• Evaluate quality of work and how
some form of technology to share	rewriting, and collaboration	it improved throughout the process
and improve their writing.	improved their work and resulted	of planning, revising, rewriting,
 Identify the steps taken in 	in a more polished final product.	and editing.
planning and drafting their	Demonstrate evidence of areas	Analyze the effectiveness of peer
writing.	where collaboration improved	and instructor critiques of your
	their work and resulted in a more	work and how you responded to
	final product.	feedback that you received.

<u>Competency 8</u>: Writing: The student will conduct research, gather information from multiple sources, document resources appropriately, compare and contrast multiple viewpoints to construct an arguable, complex thesis and paper.

In other words... Writing a research-based informative essay with a strong thesis is a really good way of showing you have acquired and synthesized knowledge and information and used it to construct something unique to your topic and subject area. For this competency, demonstrate that you are capable of doing that by writing a research essay on any subject that is researchable. This essay could be focused on something from another subject area, or could be something that you are just interested in from your own interests and hobbies. This paper should be a minimum of 4 pages, double-spaced, 12 pt. font. It should also be written in MLA format, and have appropriately formatted citations and bibliography.

Write an essay that mostly meets	Write an essay that meets the	Write an essay that exceeds the
the minimum requirement,	minimum requirements, including	minimum requirements, including
including a thesis, attempts at	a clear thesis, appropriate	a strong thesis, appropriate
appropriate formatting, and use of	formatting, and use of outside	formatting, and use of outside
outside resources.	resources.	resources.
 Demonstrate evidence that 	 Analyze outside information with 	Evaluate outside information and
forethought and planning went	detail and depth, identifying	identify and resolve any
into crafting thesis and essay.	details that helps readers to better	conflicting information from your
 Identify quality and reliable 	understand your thesis and topic.	source materials as it relates to
sources used to inform and		your thesis.

support your ideas and thesis.	 Synthesize research materials to craft a unique, focused, and relevant paper on the topic of your choice.

<u>Competency 9</u>: Language: The student will demonstrate command of the conventions of Standard English grammar, specifically, recognizing and using phrases and clauses and parallel structure.

In other words... Standard English grammar has specific and defined rules for usage. Demonstrate that you understand and can apply those rules either in a project analyzing these or within your writings and work throughout the school year.

• Define parallel structure, phrases,	Explain and execute the use of	Differentiate uses of conventions
and clauses in relation to Standard	correct Standard English grammar,	of grammar, usage, and mechanics
English grammar.	specifically phrases and clauses	in written texts, including parts of
 Identify uses for and examples of 	and parallel structure.	speech, sentence structure and
parallel structure, phrases, and		variety, spelling, capitalization,
clauses.		and punctuation.
		• Analyze how and when it is
		appropriate to use specific phrases
		and clauses as well as the value of
		accurately using parallel structures
		in your own writings.

<u>Competency 10</u>: Language: The student will correctly use, and edit for, capitalization, punctuation (specifically, semicolons and commas, colons, and apostrophes), italics and quotation marks, and spelling.

In other words... Using correct punctuation and spelling is essential to ensuring that your audience can understand your writing and is willing to take it seriously. Demonstrate your ability to do so either in a project specifically covering these skills or within your writings and work throughout the school year.

 Identify correct punctuation (capitalization, semi-colons, colons, commas, and apostrophes). Explain and execute the use of correct punctuation (capitalization, semi-colons, colons, and apostrophes). Differentiate uses of conventions of grammar, usage, and mechanics in written texts, including parts of speech, sentence structure and variety, spelling, capitalization, and punctuation.

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<u>Competency 11</u>: Language: The student will decode the meaning of unfamiliar words using context clues and appropriate reference materials and use vocabulary specific to a subject area or content domain.

<u>In other words...</u> Throughout the school year you will read many different types of texts, some of which will have vocabulary you are unfamiliar with. Within one of these reading or throughout the year, demonstrate your ability to decode unfamiliar words and find resources to help support your understanding when tackling complex readings.

•Determine the meaning of unfamiliar	Compare style, tone, and word	• Generate and attribute resources to
words, specialized vocabulary,	choice (specificity, variety,	determine word meanings,
figurative language, idiomatic	accuracy, appropriateness, and	pronunciations, and word
expressions, and technical meanings	conciseness) and contrast	etymologies (e.g., context, print
of terms through context clues, word	conventions of grammar, usage	and electronic dictionaries,
roots and affixes, and the use of	and mechanics that are appropriate	thesauruses, glossaries, and
appropriate resource materials such	for audience.	others).
as print and electronic dictionaries.		

2.0	3.0	4.0
The student will:	The student will:	The student will:
	English 10	
	e student will determine the major theme ments of fiction—characterization, point	
	e-level appropriate novel or short story (f e you identify with evidence from the sto	ictional) and identify what the themes of ory, including things like point of view,
 Recognize the meaning of theme and how it helps the reader to understand the relevance of a work of literature and its context related to the world outside the story. Define the elements of fiction (characterization, point of view, setting, and conflict, etc.) Identify the elements of fiction within an appropriate text. 	 Demonstrate an understanding of literary characterization, character development, the function of major and minor characters, motives and causes for action, and moral dilemmas that characters encounter by describing their function in specific works. Interpret literary language (e.g., imagery, allusions, symbolism, metaphor) while reading literary works. Be able to state an accurate theme and justify how it accurately represents an understanding of the text. 	 Evaluate a fictional text and Critique the author's control over the elements of fiction. Interpret a variety of plot structures and elements (e.g., story within a story, rising action, foreshadowing, flash backs, cause-and-effect relationships, conflicts, resolutions) and apply their impact on the reader in specific literary works. Demonstrate an understanding of a work's theme and explain how that helps to better understand a work of literature and its context. Analyze how the tensions among characters, communities, themes, and issues in literature and other texts reflect human experience.
level appropriate text, and analyze the e <u>In other words</u> You will use context used differently than what you are famil	 e student will decode the meaning of unfaffect of diction and syntax on the overall clues and other tools to identify the meaniar with. You will also use your understate with anguage the author uses effects the Interpret the meaning of a text, or unfamiliar words, through the author's use of diction and syntax within appropriate grade level texts. Demonstrate an understanding of 	meaning of the text. ning of unfamiliar words or words being anding of diction (word choice) and
clues to understand unfamiliar words.	benchstrate an understanding of how language is influenced by the time period text was written in and the author's background using general information from the text.	 Analyze how language is influenced by the time period the text was written in and the author's background using explicit textual evidence and details.

<u>Competency 3</u>: Reading Literature: The student will compare and contrast contemporary and classic literature for themes and topics and how those are presented.

<u>In other words...</u> Literature changes over time, but certain aspects remain consistent regardless of time period, culture, or subject matter. Either in relation to the primary text analyzed for **Competency 1** or as part of an entirely different project, compare and contrast the themes, characterization, and overall impact of two pieces of literature from two different time periods.

• Identify the themes of two pieces	 Analyze the texts, incorporating 	 Evaluate the themes and
of literature from different time	your understanding of the authors	characterizations in the text, using
periods and discuss the similarities	as well as the time periods and	explicit textual evidence and
and differences in how.	settings they were writing in.	understanding of the time periods
	 Discuss the similarities and 	and settings they were written in
	differences in how the authors	 Compare and contrast the texts,
	treat the themes and characters in	describing how the themes are
	their stories.	similar and different.

<u>Competency 4</u>: Reading Informational Text: The student will determine the thesis of a non-fiction text, identify and cite the supporting evidence, and objectively summarize its meaning.

<u>In other words...</u> You know, or should learn about, what a thesis is. In a nonfiction text this thesis might not be as clearly identified as it is in your own writings. After doing a close reading of a text, determine what the thesis (central topic or argument) of the text is, and provide evidence from the text to support that thesis.

 Identify the thesis of an explanatory nonfiction text. Recognize when or if an author is citing evidence. Accurately summarize the text. 	 Analyze how effectively the author supports the stated or assumed thesis. Evaluate how effectively outside evidence (if present) is being used 	• Analyze the quality of the information being presented with consideration of the strength of the thesis, the conciseness of the writing, and the organization of
• Demonstrate of understanding of how the text can be used to	to support thesis.	the writing.Evaluate the effectiveness of the
support other learning.		nonfiction writing as a whole in conveying the information or argumentation that it is attempting to convey

<u>Competency 5</u>: Reading Informational Text: The student will analyze and describe the use of rhetoric as it is tailored to audience and purpose, specifically vocabulary, syntax, and tone.

<u>In other words...</u> Authors write text with a purpose, which is typically to persuade or to inform. Authors also write with a specific audience in mind, which is identifiable by the language, jargon, and challenge involved with reading the text. All of this can be analyzed using an understanding of rhetoric and rhetorical strategies. Use your understanding of rhetoric and rhetorical strategies to analyze a piece of nonfiction writing.

 Define rhetoric and explain what rhetorical strategies are. Define syntax, tone, and diction. Describe how an understanding of rhetorical strategies can improve understanding of nonfiction texts. 	 Analyze a piece of nonfiction writing and describe rhetorical strategies being used. Identify the specific rhetorical strategies being used with explicit textual evidence. Describe overall strategies being used in the nonfiction text. 	 Analyze how effectively an author is using rhetorical strategies. Interpret the author's intention in writing the text by describing the intended audience and purpose. Analyze language and jargon being used and describe how that supports your idea of who the intended audience is. Describe the tone of the text and use explicit textual evidence to show examples of the tone.
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<u>Competency 6</u>: Reading Informational Text: The student will evaluate and compare the argument and claims in multiple texts for validity and relevance as well as the merit of the evidence provided.

<u>In other words...</u> Using two similar persuasive texts, you will look at how the authors construct and support their arguments and attempt to persuade their audience. Appropriate texts would be things like political speeches, editorials, product or media reviews, or other types of opinion pieces that cover the same topics.

Demonstrate an understanding of	Compare two or more similar texts	• Evaluate and critique each text,
what the authors are attempting to	and describe the strengths and	and determine which, if either,
argue or persuade the reader of.	weakness of their arguments using	more effectively argues its thesis.
• Identify the arguments and separate	textual evidence.	 Identify any existing flaws or
them from the evidence being used	Identify evidence being used and	mistaken assumptions the authors
to support it.	describe how valid (from an	are making.
• Describe how the quality and use of	established and verifiable source)	Analyze both the similarities and
evidence influences the strength of	and relevant (current, academic, and	differences in the authors' styles,
an argument,	informative) it is.	deliveries, and use of sources.

<u>Competency 7</u>: Reading Informational Text: By the end of grade 10, the student will read and comprehend literary nonfiction in the grades 9-10 text complexity band independently and proficiently.

<u>In other words...</u> Throughout the school year, your ability to read and comprehend literary nonfiction should improve and grow. By the end of the school year, you should be able to reflect upon your growth and identify areas of improvement, and show evidence that you can independently and proficiently read grade appropriate texts.

Provide evidence, via a	Demonstrate growth and	 Evaluate and reflect upon your
presentation or portfolio, of	proficiency in reading and	ability and proficiency, and
exposure to grade level	comprehending literary nonfiction	identify your strengths and areas
appropriate literary nonfiction.	from the beginning of the school	for improvement at selecting and
	year to the end.	understanding nonfiction texts as
		you encounter them.

<u>Competency 8</u>: Writing: The student will be able to write an argument to support a claim using valid reasoning and relevant and sufficient evidence.

<u>In other words...</u> Being able to make a claim and support it with evidence and reasoning is an important skill. Using either a traditional five-paragraph essay format or a format adjusted to meet the needs of your topic, write a persuasive essay that uses legitimate resources and evidence to argue a thesis on a topic of your choosing. This could be about something you are passionate about or related to another class or subject area. This essay should be a minimum of three pages, double spaced, 12 pt. font, and formatted in MLA style. If a student wants to something more nontraditional with their persuasive writing, they should meet with their advisor or an English teacher.

 Write an essay that mostly meets the minimum requirement, including a thesis, attempts at appropriate formatting, and use of outside resources. Demonstrate evidence that forethought and planning went into crafting thesis and essay. Identify quality and reliable sources used to inform and support your ideas and thesis. 	 Write an essay that meets the minimum requirements, including a clear thesis, appropriate formatting, and use of outside resources. Analyze outside information with detail and depth, identifying details that helps better convince readers of your central thesis. 	 Write an essay that exceeds the minimum requirements, including a strong thesis, appropriate formatting, and use of outside resources. Evaluate outside information and identify and resolve any conflicting information from your source materials as it relates to your persuasive thesis. Write a passionate and persuasive piece of writing that convincing and cohesively argues a central thesis.
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<u>Competency 9</u>: Writing: The student will use a process of planning, revising, rewriting and/or editing, through a collaborative process using the Internet (cloud computing) to produce clear writing that is appropriate to an assigned task and audience.

<u>In other words...</u> Creating good writing takes time, effort, planning, and editing. Using Google Docs or other methods of sharing your work, show evidence of the steps you have taken to improve your writing, including those steps in the process listed above.

Demonstrate evidence of using	 Describe areas where planning, 	• Evaluate quality of work and how
some form of technology to share	rewriting, and collaboration	it improved throughout the process
and improve their writing.	improved their work and resulted	of planning, revising, rewriting,
Identify the steps taken in	in a more polished final product.	and editing.
planning and drafting their	Demonstrate evidence of areas	Analyze the effectiveness of peer
writing.	where collaboration improved	and instructor critiques of your
	their work and resulted in a more	work and how you responded to
	final product.	feedback that you received.

<u>Competency 10</u>: Language: The student will demonstrate command of the conventions of Standard English grammar, specifically, recognizing independent and dependent phrases and clauses, complex/compound and complex-compound sentences.

<u>In other words...</u> Standard English grammar has specific and defined rules for usage. Demonstrate that you understand and can apply those rules either in a project analyzing these or within your writings and work throughout the school year.

 Define independent and dependent phrases and clauses, complex/compound and complex- compound sentences in relation to Standard English grammar. Identify uses for and examples of independent and dependent phrases and clauses, complex/compound and complex- compound sentence. 	Explain and execute the use of correct Standard English grammar, specifically independent and dependent phrases and clauses, complex/compound and complex- compound sentences.	 Differentiate uses of conventions of grammar, usage, and mechanics in written texts, including parts of speech, sentence structure and variety, spelling, capitalization, and punctuation. Analyze how and when it is appropriate to use specific phrases and clauses including independent and dependent phrases and
		clauses, complex/compound and complex-compound sentences.

<u>Competency 11</u>: Language: The student will correctly use, and edit for punctuation (specifically, commas and comma splices, semi-colons, wordiness and conciseness, misplaced modifiers and spelling.

<u>In other words...</u> Using correct punctuation and spelling is essential to ensuring that your audience can understand your writing and is willing to take it seriously. Demonstrate your ability to do so either in a project specifically covering these skills or within your writings and work throughout the school year.

Explain and execute the use of	Differentiate uses of conventions of grammar usage and mothering
	of grammar, usage, and mechanics in written texts, including parts of
colons, wordiness and	speech, sentence structure and
conciseness).	variety, spelling, capitalization, and punctuation.
	correct punctuation (specifically commas and comma splices, semi- colons, wordiness and

<u>Competency 12</u>: Language: The student will decode the meaning of unfamiliar words using context clues and appropriate reference materials and use vocabulary specific to a subject area or content domain.

<u>In other words...</u> Throughout the school year you will read many different types of texts, some of which will have vocabulary you are unfamiliar with. Within one of these reading or throughout the year, demonstrate your ability to decode unfamiliar words and find resources to help support your understanding when tackling complex readings

•Determine the meaning of unfamiliar	A statistic statis Statistic statistic stat	• Generate and attribute resources to
words, specialized vocabulary,	choice (specificity, variety,	determine word meanings,
figurative language, idiomatic	accuracy, appropriateness, and	pronunciations, and word
expressions, and technical meanings	conciseness) and contrast	etymologies (e.g., context, print
of terms through context clues, word	conventions of grammar, usage	and electronic dictionaries,
roots and affixes, and the use of	and mechanics that are appropriate	thesauruses, glossaries, and
appropriate resource materials such	for audience.	others).
as print and electronic dictionaries.		

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2.0	3.0	4.0
The student will:	The student will:	The student will:
	English 11	
	e student will infer the major themes of a ion of author's choices, such as voice, se	
	e-level appropriate novel or short story (f e you identify with evidence from the sto	
 Recognize the meaning of theme and how it helps the reader to understand the relevance of a work of literature and its context related to the world outside the story. Define the elements of fiction (characterization, point of view, setting, and conflict, etc.) Identify the elements of fiction within an appropriate text. 	 Demonstrate an understanding of literary characterization, character development, the function of major and minor characters, motives and causes for action, and moral dilemmas that characters encounter by describing their function in specific works. Interpret literary language (e.g., imagery, allusions, symbolism, metaphor) while reading literary works. Be able to state an accurate theme and justify how it accurately represents an understanding of the text. 	 Evaluate a fictional text and Critique the author's control over the elements of fiction. Interpret a variety of plot structures and elements (e.g., story within a story, rising action, foreshadowing, flash backs, cause-and-effect relationships, conflicts, resolutions) and apply their impact on the reader in specific literary works. Demonstrate an understanding of a work's theme and explain how that helps to better understand a work of literature and its context. Analyze how the tensions among characters, communities, themes, and issues in literature and other texts reflect human experience.

• Identify the point of view,	• Analyze how the structure of the	Evaluate the connotative and
structure, and vocabulary in a	text influences the meaning and	denotative meanings of the word
piece of literature.	interpretation of the text.	choices made by the author.
• Define point of view and be able	Describe how changes in word	Interpret the author's choices in
to identify the multiple types of	choice or point of view could	selecting point of view,
point of view options an author	change the meaning of the text.	vocabulary, and sentence structure
has available to them when	Identify the connotative and	and describe how it all combines
writing a story.	denotative word choices the author	to influence the meaning of the
Define connotation and	has made.	text.
denotation.		

<u>Competency 3</u>: Reading Literature: The student will compare and contrast contemporary and classic literature for themes and topics and how those are presented.

<u>In other words...</u> Literature changes over time, but certain aspects remain consistent regardless of time period, culture, or subject matter. Either in relation to the primary text analyzed for **Competency 1** or as part of an entirely different project, compare and contrast the themes, characterization, and overall impact of two pieces of literature from two different time periods.

 Identify the themes of two pieces 	Analyze the texts, incorporating	 Evaluate the themes and
of literature from different time	your understanding of the authors	characterizations in the text, using
periods and discuss the similarities	as well as the time periods and	explicit textual evidence and
and differences in how they are	settings they were writing in.	understanding of the time periods
presented.	 Discuss the similarities and 	and settings they were written in
	differences in how the authors	 Compare and contrast the texts,
	treat the themes and characters in	describing how the themes are
	their stories.	similar and different.

<u>Competency 4</u>: Reading 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.

<u>In other words...</u> Throughout the school year, your ability to read and comprehend literature should improve and grow. By the end of the school year, you should be able to reflect upon your growth and identify areas of improvement, and show evidence that you can independently and proficiently read grade appropriate texts.

Provide evidence, via a	Demonstrate growth and	Evaluate and reflect upon your
presentation or portfolio, of	proficiency in reading and	ability and proficiency in reading
exposure to grade level	comprehending literature from the	literature, and identify how the
appropriate literature of different	beginning of the school year to the	texts you have had exposure to
types.	end.	have impacted your perception of
		reading literature.

<u>Competency 5:</u> Reading Informational Text: The student will determine the thesis of a non-fiction text and identify and cite the supporting evidence.

<u>In other words...</u> You know, or should learn about, what a thesis is. In a nonfiction text this thesis might not be as clearly identified as it is in your own writings. After doing a close reading of a text, determine what the thesis (central topic or argument) of the text is, and provide evidence from the text to support that thesis.

 explanatory nonfiction text. Recognize when or if an author is citing evidence. Accurately summarize the text. Demonstrate an understanding of how the text can be used to support other learning. author supports the stated or assumed thesis. Evaluate how effectively outside evidence (if present) is being used to support thesis. 	 information being presented with consideration of the strength of the thesis, the conciseness of the writing, and the organization of the writing. Evaluate the effectiveness of the nonfiction writing as a whole in conveying the information or argumentation that it is attempting
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<u>Competency 6</u>: Reading Informational Text: The student will analyze how the rhetorical strategies of tone, diction, imagery, detail, and syntax convey the purpose and intent of non-fiction texts.

In other words... Authors write text with a purpose, which is typically to persuade or to inform. Authors also write with a specific audience in mind, which is identifiable by the language, jargon, and challenge involved with reading the text. All of this can be analyzed using an understanding of rhetoric and rhetorical strategies. Use your understanding of rhetoric and rhetorical strategies to analyze a piece of nonfiction writing.

 Define rhetoric and explain what rhetorical strategies are. Define syntax, tone, imagery, and diction. Describe how an understanding of rhetorical strategies can improve understanding of nonfiction texts. 	 Analyze a piece of nonfiction writing and describe rhetorical strategies being used. Identify the specific rhetorical strategies being used with explicit textual evidence. Describe overall strategies being used in the nonfiction text. 	 Analyze how effectively an author is using rhetorical strategies. Interpret the author's intention in writing the text by describing the intended audience and purpose. Identify and describe the use of imagery in the text by identify a specific quote or section and analyzing it. Describe the tone of the text and use explicit textual evidence to show examples of the tone.
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<u>Competency 7</u>: Reading Informational Text: The student will evaluate and compare the argument and claims in multiple texts for validity and relevance as well as the merit of the evidence provided.

<u>In other words</u>... Using two or more similar persuasive texts, you will look at how the authors construct and support their arguments and attempt to persuade their audience. Appropriate texts would be things like political speeches, editorials, product or media reviews, or other types of opinion pieces that cover the same topics.

 Demonstrate an understanding of what the authors are attempting to argue or persuade the reader of. Identify the arguments and separate them from the evidence being used to support it. Describe how the quality and use of evidence influences the strength of an argument. 	 Compare two or more similar texts and describe the strengths and weakness of their arguments using textual evidence. Identify evidence being used and describe how valid (from an established and verifiable source) and relevant (current, academic, and informative) it is. 	 Evaluate and critique each text, and determine which, if either, more effectively argues its thesis. Identify any existing flaws or mistaken assumptions the authors are making. Analyze both the similarities and differences in the authors' styles, deliveries, and use of sources.
	Text: By the end of grade 11, read and co roficiently, with scaffolding as needed at t	
and grow. By the end of the school year	ol year, your ability to read and comprehe r, you should be able to reflect upon your you can independently and proficiently rea	growth and identify areas of
• Provide evidence, via a presentation or portfolio, of exposure to grade level appropriate literary nonfiction.	 Demonstrate growth and proficiency in reading and comprehending literary nonfiction from the beginning of the school year to the end. 	• Evaluate and reflect upon your ability and proficiency, and identify your strengths and areas for improvement at selecting and understanding nonfiction texts as you encounter them.

Competency 9: Writing: The student will be able to write an argument to support a claim using valid reasoning and relevant and sufficient evidence.

In other words... Being able to make a claim and support it with evidence and reasoning is an important skill. Using either a traditional five-paragraph essay format or a format adjusted to meet the needs of your topic, write a persuasive essay that uses legitimate resources and evidence to argue a thesis on a topic of your choosing. This could be about something you are passionate about or related to another class or subject area. This essay should be a minimum of three pages, double spaced, 12 pt. font, and formatted in MLA style. If a student wants to something more nontraditional with their persuasive writing, they should meet with their advisor or an English teacher.

 Write an essay that mostly meets the minimum requirement, including a thesis, attempts at appropriate formatting, and use of outside resources. Demonstrate evidence that forethought and planning went into crafting thesis and essay. Identify quality and reliable sources used to inform and support your ideas and thesis. 	 Write an essay that meets the minimum requirements, including a clear thesis, appropriate formatting, and use of outside resources. Analyze outside information with detail and depth, identifying details that helps better convince readers of your central thesis. 	 Write an essay that exceeds the minimum requirements, including a strong thesis, appropriate formatting, and use of outside resources. Evaluate outside information and identify and resolve any conflicting information from your source materials as it relates to your persuasive thesis. Write a passionate and persuasive piece of writing that convincing and cohesively argues a central
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thesis.

In other words You will select a top	vill write a narrative that tells a story effect c and format that is appropriate for telling to the characteristics, motivations, and the	an effective fiction or nonfiction
 Know and use a variety of prewriting strategies to generate, focus, and organize ideas (e.g., free writing, clustering/mapping, talking with others, brainstorming, outlining, developing graphic organizers, taking notes, summarizing, paraphrasing). Write an effective fiction or nonfiction narrative short story that follows the basic elements of a story hill. 	 Write a detailed narrative with strong character development and characterization and a logical story arc with a clear beginning, middle and end. Identify detailed characteristics of a central character that the reader learns about in both direct and indirect ways. 	 Construct a cohesive and well thought out narrative that allows readers to experience the world through the eyes or experiences of someone else. Establish other components of the story including secondary characters, setting, plot, and important details in a manner that is convincing and engaging.
Competency 11: Writing: The student	vill use a process of planning, revising, re (cloud computing) to produce clear writin	writing and/or editing, through a g that is appropriate to an assigned task
In other words Creating good writin	g takes time, effort, planning, and editing the steps you have taken to improve your	. Using Google Docs or other methods writing, including those steps in the

Demonstrate evidence of using	 Describe areas where planning, 	• Evaluate quality of work and how
some form of technology to share	rewriting, and collaboration	it improved throughout the process
and improve their writing.	improved their work and resulted	of planning, revising, rewriting,
Identify the steps taken in	in a more polished final product.	and editing.
planning and drafting their	Demonstrate evidence of areas	• Analyze the effectiveness of peer
writing.	where collaboration improved	and instructor critiques of your
	their work and resulted in a more	work and how you responded to

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final product. feedback that you received. Competency 12: Language: The student will demonstrate command of the conventions of Standard English grammar, specifically, recognizing and using phrases and clauses and parallel structure. In other words... Standard English grammar has specific and defined rules for usage. Demonstrate that you understand and can apply those rules either in a project analyzing these or within your writings and work throughout the school year. Explain and execute the use of Define parallel structure, phrases, Differentiate uses of conventions of 8 grammar, usage, and mechanics in and clauses in relation to Standard correct Standard English grammar, specifically parallel structures, written texts, including parts of English grammar. speech, sentence structure and . Identify uses for and examples of phrases, and clauses. variety, spelling, capitalization, and parallel structure, phrases, and punctuation. clauses. Analyze how and when it is appropriate to use parallel structure, phrases, and clauses. Competency 13: Language: The student will correctly use, and edit for, capitalization, punctuation italics and quotation marks, and spelling. In other words... Using correct punctuation and spelling is essential to ensuring that your audience can understand your writing and is willing to take it seriously. Demonstrate your ability to do so either in a project specifically covering these skills or within your writings and work throughout the school year. Differentiate uses of conventions Identify correct punctuation Explain and execute the use of . . . correct punctuation (capitalization, of grammar, usage, and mechanics (capitalization, semi-colons, in written texts, including parts of semi-colons, colons, and colons, commas, and apostrophes). speech, sentence structure and apostrophes). variety, spelling, capitalization, and punctuation. Competency 14: Language: The student will decode the meaning of unfamiliar words using context clues and appropriate reference materials and use vocabulary specific to a subject area or content domain. In other words... Throughout the school year you will read many different types of texts, some of which will have vocabulary you are unfamiliar with. Within one of these reading or throughout the year, demonstrate your ability to decode unfamiliar words and find resources to help support your understanding when tackling complex readings. Generate and attribute resources to •Determine the meaning of unfamiliar Compare style, tone, and word determine word meanings, words, specialized vocabulary, choice (specificity, variety, figurative language, idiomatic accuracy, appropriateness, and pronunciations, and word expressions, and technical meanings conciseness) and contrast etymologies (e.g., context, print and electronic dictionaries, of terms through context clues, word conventions of grammar, usage roots and affixes, and the use of and mechanics that are appropriate thesauruses, glossaries, and appropriate resource materials such for audience. others). as print and electronic dictionaries.

2.0 The student will:	3.0 The student will:	4.0 The student will:
The student with	English 12	The student with
Competency 1: Reading Literature: Th evidence, plot development, characteriz	e student will infer the major themes of a attain, etc.	fictional text using explicit textual
	e-level appropriate novel or short story (fine you identify with evidence from the store	
 Recognize the meaning of theme and how it helps the reader to understand the relevance of a work of literature and its context related to the world outside the story. Define the elements of fiction (characterization, point of view, setting, and conflict, etc.) Identify the elements of fiction within an appropriate text. 	 Recognize the meaning of theme and how it helps the reader to understand the relevance of a work of literature and its context related to the world outside the story. Define the elements of fiction (characterization, point of view, setting, and conflict, etc.) Identify the elements of fiction within an appropriate text. 	 Recognize the meaning of theme and how it helps the reader to understand the relevance of a work of literature and its context related to the world outside the story. Define the elements of fiction (characterization, point of view, setting, and conflict, etc.) Identify the elements of fiction within an appropriate text.
Competency 2: Reading Literature: The point of view e.g.) influences its meaning the second structure of the second structure	e student will analyze how the structure of a	f a text (vocabulary, sentence structure,
 Identify the point of view, structure, and vocabulary in a piece of literature. Define point of view and be able to identify the multiple types of point of view options an author has available to them when writing a story. Define connotation and denotation. 	 Analyze how the structure of the text influences the meaning and interpretation of the text. Describe how changes in word choice or point of view could change the meaning of the text. Identify the connotative and denotative word choices the author has made. 	 Evaluate the connotative and denotative meanings of the word choices made by the author. Interpret the author's choices in selecting point of view, vocabulary, and sentence structure and describe how it all combines to influence the meaning of the text.
Competency 3: Reading Literature: The and topics and how those are presented.	e student will compare and contrast conter	nporary and classic literature for themes
or subject matter. Either in relation to the	ver time, but certain aspects remain consis ne primary text analyzed for Competency s, characterization, and overall impact of t	1 or as part of an entirely different
 Identify the themes of two pieces of literature from different time periods and discuss the similarities and differences in how they are presented. 	 Analyze the texts, incorporating your understanding of the authors as well as the time periods and settings they were writing in. Discuss the similarities and differences in how the authors treat the themes and characters in their stories. 	 Evaluate the themes and characterizations in the text, using explicit textual evidence and understanding of the time periods and settings they were written in Compare and contrast the texts, describing how the themes are similar and different.

<u>Competency 4</u>: Reading Literature: By the end of grade 12, the student will read and comprehend literature, including stories, dramas, and poems, at the high end of the grades 11–CCR text complexity band independently and proficiently.

<u>In other words...</u> Throughout the school year, your ability to read and comprehend literature should improve and grow. By the end of the school year, you should be able to reflect upon your growth and identify areas of improvement, and show evidence that you can independently and proficiently read grade appropriate texts.

 Provide evidence, via a 	 Demonstrate growth and 	 Evaluate and reflect upon your
presentation or portfolio, of	proficiency in reading and	ability and proficiency in reading
exposure to grade level	comprehending literature from the	literature, and identify how the
appropriate literature of different	beginning of the school year to the	texts you have had exposure to
types.	end.	have impacted your perception of
		reading literature

<u>Competency 5</u>: Reading Informational Text: The student will determine the thesis of a non-fiction text and identify and cite the supporting evidence.

<u>In other words...</u> You know, or should learn about, what a thesis is. In a nonfiction text this thesis might not be as clearly identified as it is in your own writings. After doing a close reading of a text, determine what the thesis (central topic or argument) of the text is, and provide evidence from the text to support that thesis.

• Identify the thesis of an	Identify the thesis of an	• Identify the thesis of an
explanatory nonfiction text.	explanatory nonfiction text.	explanatory nonfiction text.
• Recognize when or if an author is	Recognize when or if an author is	• Recognize when or if an author is
citing evidence.	citing evidence.	citing evidence.
• Accurately summarize the text.	Accurately summarize the text.	Accurately summarize the text.
Demonstrate of understanding of	Demonstrate of understanding of	• Demonstrate of understanding of
how the text can be used to	how the text can be used to	how the text can be used to
support other learning.	support other learning.	support other learning.

<u>Competency 6</u>: Reading Informational Text: The student will analyze how the rhetorical strategies of tone, diction, imagery, detail, and syntax convey the purpose and intent of non-fiction texts.

<u>In other words...</u> Authors write text with a purpose, which is typically to persuade or to inform. Authors also write with a specific audience in mind, which is identifiable by the language, jargon, and challenge involved with reading the text. All of this can be analyzed using an understanding of rhetoric and rhetorical strategies. Use your understanding of rhetoric and rhetorical strategies to analyze a piece of nonfiction writing.

 Define rhetoric and explain what rhetorical strategies are. Define syntax, tone, imagery, and diction. Describe how an understanding of rhetorical strategies can improve understanding of nonfiction texts. 	 Analyze a piece of nonfiction writing and describe rhetorical strategies being used. Identify the specific rhetorical strategies being used with explicit textual evidence. Describe overall strategies being used in the nonfiction text. 	 Analyze how effectively an author is using rhetorical strategies. Interpret the author's intention in writing the text by describing the intended audience and purpose. Identify and describe the use of imagery in the text by identify a specific quote or section and analyzing it. Describe the tone of the text and use explicit textual evidence to show examples of the tone.
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<u>Competency 7</u>: Reading Informational Text: The student will evaluate and compare the argument and claims in multiple texts for validity and relevance as well as the merit of the evidence provided.

<u>In other words...</u> Using two or more similar persuasive texts, you will look at how the authors construct and support their arguments and attempt to persuade their audience. Appropriate texts would be things like political speeches, editorials, product or media reviews, or other types of opinion pieces that cover the same topics.

• Demonstrate an understanding of	Demonstrate an understanding of	• Demonstrate an understanding of
what the authors are attempting to	what the authors are attempting to	what the authors are attempting to
argue or persuade the reader of.	argue or persuade the reader of.	argue or persuade the reader of.
Identify the arguments and	 Identify the arguments and 	 Identify the arguments and
separate them from the evidence	separate them from the evidence	separate them from the evidence
being used to support it.	being used to support it.	being used to support it.
Describe how the quality and use	Describe how the quality and use	• Describe how the quality and use
of evidence influences the strength	of evidence influences the strength	of evidence influences the strength
of an argument.	of an argument.	of an argument.

<u>Competency 8</u>: Reading Informational Text: By the end of grade 12, the student will read and comprehend literary nonfiction at the high end of the grades 11–CCR text complexity band independently and proficiently.

<u>In other words...</u> Throughout the school year, your ability to read and comprehend literary nonfiction should improve and grow. By the end of the school year, you should be able to reflect upon your growth and identify areas of improvement, and show evidence that you can independently and proficiently read grade appropriate texts.

Provide evidence, via a	Demonstrate growth and	• Evaluate and reflect upon your
presentation or portfolio, of	proficiency in reading and	ability and proficiency, and
exposure to grade level	comprehending literary nonfiction	identify your strengths and areas
appropriate literary nonfiction.	from the beginning of the school	for improvement at selecting and
	year to the end.	understanding nonfiction texts as
		you encounter them.

<u>Competency 9</u>: Writing: The student will be able to write an argument to support a claim using valid reasoning and relevant and sufficient evidence.

<u>In other words...</u> Being able to make a claim and support it with evidence and reasoning is an important skill. Using either a traditional five-paragraph essay format or a format adjusted to meet the needs of your topic, write a persuasive essay that uses legitimate resources and evidence to argue a thesis on a topic of your choosing. This could be about something you are passionate about or related to another class or subject area. This essay should be a minimum of three pages, double spaced, 12 pt. font, and formatted in MLA style. If a student wants to something more nontraditional with their persuasive writing, they should meet with their advisor or an English teacher.

 Write an essay that mostly meets the minimum requirement, including a thesis, attempts at appropriate formatting, and use of outside resources. Demonstrate evidence that forethought and planning went into crafting thesis and essay. Identify quality and reliable sources used to inform and support your ideas and thesis. 	 Write an essay that meets the minimum requirements, including a clear thesis, appropriate formatting, and use of outside resources. Analyze outside information with detail and depth, identifying details that helps better convince readers of your central thesis. 	 Write an essay that exceeds the minimum requirements, including a strong thesis, appropriate formatting, and use of outside resources. Evaluate outside information and identify and resolve any conflicting information from your source materials as it relates to your persuasive thesis. Write a passionate and persuasive piece of writing that convincing and cohesively argues a central thesis.
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<u>Competency 10</u>: Writing: The student will write informative/explanatory text that convey complex ideas and information clearly and accurately using effective presentation of content.

<u>In other words...</u> Being able to clearly convey ideas and information is an important skill in life. Either as part of another project or independently for this competency, show that you can clearly present and explain information in a manner that is easily understandable and appropriate for your audience.

Demonstrate the ability to inform	Provide information or	• Inform and explain the complex
and explain information.	explanation that shows you have	ideas so clearly that your potential
Describe the process of doing	mastered a topic or subject area, in	audience could use the
something or the basic information	such a way that the audience is left	information to master the material
necessary to understand something	confident in your mastery and	or process on their own, with at
in a way that is clear or concise.	understanding of the topic or	least a basic level of proficiency.
	process being conveyed.	

<u>Competency 11</u>: Writing: The student will use a process of planning, revising, rewriting and/or editing, through a collaborative process using the Internet (cloud computing) to produce clear writing that is appropriate to an assigned task and audience.

<u>In other words,...</u> Creating good writing takes time, effort, planning, and editing. Using Google Docs or other methods of sharing your work, show evidence of the steps you have taken to improve your writing, including those steps in the process listed above.

Demonstrate evidence of using	Demonstrate evidence of using	 Demonstrate evidence of using
some form of technology to share	some form of technology to share	some form of technology to share
and improve their writing.	and improve their writing.	and improve their writing.
Identify the steps taken in	• Identify the steps taken in	 Identify the steps taken in
planning and drafting their	planning and drafting their	planning and drafting their
writing.	writing.	writing.

<u>Competency 12</u>: Writing: The student will conduct research, gather information from multiple sources, document resources appropriately, compare and contrast multiple viewpoints to construct an arguable, complex thesis and paper.

<u>In other words...</u> Writing a research-based informative essay with a strong thesis is a really good way of showing you have acquired and synthesized knowledge and information and used it to construct something unique to your topic and subject area. For this competency, demonstrate that you are capable of doing that by writing a research essay on any subject that is researchable. This essay could be focused on something from another subject area, or could be something that you are just interested in from your own interests and hobbies. This paper should be a minimum of 5 pages, double-spaced, 12 pt. font. It should also be written in MLA format, and have appropriately formatted citations and bibliography.

 Write an essay that mostly meets the minimum requirement, including a thesis, attempts at appropriate formatting, and use of outside resources. Demonstrate evidence that forethought and planning went into crafting thesis and essay. Identify quality and reliable sources used to inform and support your ideas and thesis. 	 Write an essay that meets the minimum requirements, including a clear thesis, appropriate formatting, and use of outside resources. Analyze outside information with detail and depth, identifying details that helps readers to better understand your thesis and topic. 	 Write an essay that exceeds the minimum requirements, including a strong thesis, appropriate formatting, and use of outside resources. Evaluate outside information and identify and resolve any conflicting information from your source materials as it relates to your thesis. Synthesize research materials to craft a unique, focused, and relevant paper on the topic of your choice.
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MATHEMATICS

Mathematics scales have been developed, aligned with and/or taken from the Common Core State Standards of Mathematics (CCSSM) and the National Council for Teachers of Mathematics (NCTM) Standards and Focal Points.

2.0 The student will:	3.0 The student will:	4.0 The student will:
I në student will:	Math Essentials	The student will?
Constant in North of Source		usus of concepting numbers
relationships among numbers and		
In other words You will be al	ble to understand and use fractions, decimals and	
 Compare and order fractions, decimals and percents efficiently and locate their position on a number line. Represent and compare quantities with integers. Develop meaning for percents greater than 100 and less than 1. 	 Work flexibly with fractions, decimals and percents to solve problems. Understand and use ratios and proportions to represent quantitative relationships. Use factors, multiples, prime factorization and relatively primes numbers to solve problems. 	 Justify relationships involving whole numbers using number- theory. Compare and contrast numbers and number systems including: rational, real and complex, and recognize scenarios where each is appropriate.
<u>Competency 2</u> : Operations – Stu	idents will understand meanings of operations a	nd how they relate to one another.
In other words You will unde together to solve problems.	rstand how the arithmetic ideas (addition, subtra	action, multiplication, division, etc) work
• Understand the meaning and effects of arithmetic operations with fractions, decimals and percents.	 Understand and use inverse relationships to simplify computations and solve problems. Understand the properties of numbers and use them to simplify computations with integers, fractions and decimals 	 Judge the effects of operations (multiplication, division and computing powers or roots) on the magnitudes of quantities Apply counting techniques of combinations and permutations to appropriate scenarios.
<u>Competency 3</u> : Estimations – St computations.	udents will be able to make reasonable estimation	ons in order to justify results of
In other words You will be ab	le to judge how reasonable an answer to a probl	em is, using estimation.
 Identify and understand methods for estimating computations with various number systems. 	• Apply strategies to estimate computations on various number systems including integers, fractions, decimals and percents.	Judge the reasonableness of numerical computations and their results using estimation strategies.
Competency 4: Fluency - Studer	ts will be able to compute fluently and accurate	ly across a variety of number systems.
In other words You will be ab	le to quickly and accurately use arithmetic on fr	actions, decimals, percents and integers.
 Develop fluency in adding, subtracting, multiplying and dividing whole numbers 	• Use and analyze algorithms for computing with fractions, decimals and percents and develop fluency in their	Practice and apply fluency in operations with real numbers, vectors and matrices using mental

and tools for computing with fractions, decimals and	
percents	

2.0 The student will:	3.0 The student will:	4.0 The student will:
The stadent with	Geometry	The student will.
<u>Competency 1</u> : Euclidean Geometry – S Euclidean Geometry to solve for missing i	Students will understand and apply propertie	es of lines and angles as they apply to
In other words You will understand the properties to solve for missing information	e essential elements of geometry, including	points, lines and planes and use the
 Identify and define the essential Euclidean elements including: lines, angles, relationships between angles and lines, rays, etc. 	 Understand and apply theorems about angles and their relationships, lines, and basic Euclidean Elements. 	Analyze and compare axiomatic systems for Geometry and create a real world scenario modeled by the theorems about Euclidean Elements.
Competency 2: 2D Figures - Students wi and develop mathematical arguments about	II analyze characteristics and properties of t at geometric relationships.	wo-dimensional geometric shapes
In other words You will understand an	d apply properties of 2D figures and be able	e to use them in problem solving.
 Identify and define two-dimensional figures including circles, triangles, quadrilaterals, and other common polygons. 	 Understand and apply theorems about circles, triangles, and quadrilaterals. Analyze properties and determine attributes of two-dimensional objects. Explore relationships (including congruence and similarity) among classes of two- and three- dimensional geometric objects, and solve problems involving them. 	 Establish the validity of geometric conjectures using deduction, prove theorems, and critique arguments made by others. Use geometric ideas to solve problems in, and gain insights into, other disciplines and other areas of interest such as art and architecture.
develop mathematical arguments about geo	 d apply properties of 3D figures and be able Understand and apply theorems about spheres, cones, cylinders, pyramids and prisms. Analyze properties and determine attributes of three-dimensional objects. Explore relationships (including congruence and similarity) among 	-
	classes of two- and three- dimensional geometric objects, make and test conjectures about them, and solve problems involving them.	into, other disciplines and other areas of interest such as art and architecture.

them.

Competency 4: Relations & Modeling - Students will use visualization, spatial reasoning, and geometric modeling to solve problems.

In other words... You will be able to apply related geometric concepts in 2D & 3D to model and solve problems.

• Identify relationships between two- dimensional and three-dimensional objects, including nets and cross- sections.	 Explore multiple relationships between two-dimensional and three- dimensional objects. Visualize three-dimensional objects and spaces from different perspectives and analyze their cross sections. 	 Use a variety of tools to draw and construct representations of two- and three-dimensional geometric objects. Use geometric models to gain insights into, and answer questions in, other areas if mathematics, other disciplines and other areas of interest such as art and architecture.
3D figures and to solve for missing inform	analyze diagrams and word problems to applation. of 2D and 3D figures and given information	
		· · · · · · · · · · · · · · · · · · ·

Recognize and distinguish between various 2D and 3D formulas and their applications.

and use them to solve problems. Understand and apply the ٠ relationship of 3D formulas based on their 2D counterparts.

area/lateral area or area/perimeter to gain insights into other disciplines and other areas of interest such as art and architecture.

Competency 6: Transformations & Symmetry – Students will apply transformations and use symmetry to analyze mathematical situations.

In other words ... You will use the ideas of rotation, reflection, translation and dilation, along with properties of symmetry to model and solve problems.

 Define and understand similarity in terms of similarity transformations. Understand congruence in terms of rigid motions. Experiment with transformations in the coordinate plane. 	 Understand and represent translations, reflections, rotations, and dilations of objects in the coordinate plane by using sketches, coordinates, vectors, function notation, and matrices. Use various representations to help understand the effects of simple transformations and their compositions. 	• Use a variety of tools to make geometric constructions with transformations/symmetry to gain insights into other disciplines and areas of mathematics.
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<u>Competency 7</u>: Right Triangles & Trig - Students will apply properties of similar figures and basic trigonometry to solve for missing information in a right triangle.

In other words... You will be able to use formulas to calculate side length and angle measure in triangles,

	Solve problems involving right	Use trigonometric ideas to
 Define trigonometric ratios. 	triangles.	solve problems in, and gain
 Identify and use Right triangle 	Use trigonometric relationships to	insights into, other disciplines
similarity.	determine lengths and angle	and other areas of interest
	measures.	such as art and architecture.

<u>Competency 8</u>: Coordinate Geometry - Students will specify locations and describe spatial relationships using coordinate geometry and other representational systems.

In other words... You will be able to use common principles of coordinate geometry to analyze geometric situations.

Calculate and solve for perimeter, distance, midpoint, slope, and other	Use Cartesian coordinates and other	Use coordinate geometry to
formulas using the coordinate grid.	coordinate systems, such as navigational, polar, or spherical	solve problems in, and gain
 Investigate conjectures and solve problems involving two- and three- 	systems, to analyze geometric situations.	insights into, other disciplines and other areas of
dimensional objects represented with	 Use coordinates to prove simple 	interest such as art and architecture.
Cartesian coordinates.	geometric theorems algebraically.	aichnecture.

2.0	3.0	4.0	
The student will:	The student will:	The student will:	
28	© flexTech 2014		

	Algebra 1	
Competency 1: Number Sense - Students when here a students when here a structure by arithmetic ope	will foster their understanding of numbers, th rations	eir magnitude, relationships, and
	subtract, multiply, and divide as well as notic	e patterns.
 Identify and define the components of the number system and the characteristics associated with each subset. Use basic arithmetic skills with all subsets of the real number system. 	 Understand and apply arithmetic principles and their operations in varying subsets of the real number system. Distinguish between corresponding properties/characteristics of various subsets of the real number system. 	 Reason abstractly across all subsets of the number systems. Think critically about the various number systems and discriminate between them to gain insights into other disciplines and other areas of interest.
real world applications and graph them.	ents will model and solve multivariate linear	-
In other words You will be able to write	and solve linear expressions based on real w	orld and mathematical contexts.
 Identify and define characteristics of a linear expressions 	 Analyze data to determine and generate linear expressions in multiple representations (equation, table, graph). Write and solve linear expressions using symbolic algebra in mathematical terms from a real world context and vice versa. Understand and interpret the relationship between graphical and numerical data of linear equations. 	 Create a real world scenario modeled by a linear expression and draw reasonable conclusions about the situation being modeled.
with real world applications and graph them	udents will model and solve multiple multiva fy and solve systems of equations based on r	
contexts.		
 Identify and define characteristics of a system of equations (point of intersection, inconsistent/consistent, dependent/independent). 	 Interpret multiple representations of equations of two variables. Write equivalent forms of equations, inequalities, and systems of equations and solve them with fluency. Write and solve systems of equations using symbolic expressions to represent relationships arising from various real world contexts. 	 Create a real world scenario modeled by a system of equations and draw reasonable conclusions about the situation being modeled. Identify essential quantitative relationships in a situation and determine the type of equation(s) that models the relationships.

<u>Competency 4</u>: Quadratic & Polynomial Expressions - Students will model and solve multivariate polynomial equations and inequalities with real world applications and graph them.

In other words... You will be able to write and solve polynomial expressions, paying particular attention to quadratics, based on real world and mathematical contexts.

• Identify and define characteristics of a polynomial expression.	 Analyze data to determine and generate polynomial expressions in multiple representations (equation, table, graph). Write and solve polynomial expressions using symbolic algebra in mathematical terms from a real world context and vice versa. Understand and interpret the relationship between graphical and numerical data of polynomial equations. 	• Create a real world scenario modeled by a polynomial expression and draw reasonable conclusions about the situation being modeled.
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<u>Competency 5</u>: Exponential Expressions - Students will model and solve multivariate exponential equations and inequalities with real world applications and graph them.

In other words... You will be able to write and solve exponential expressions based on real world and mathematical contexts.

 Identify and define characteristics of a exponential expressions. 	 Analyze data to determine and generate exponential expressions in multiple representations (equation, table, graph). Write and solve exponential expressions using symbolic algebra in mathematical terms from a real world context and vice versa. Understand and interpret the relationship between graphical and numerical data of exponential 	• Create a real world scenario modeled by a exponential expression and draw reasonable conclusions about the situation being modeled.
	equations.	

<u>Competency 6:</u> Data Analysis - Students will create and analyze basic graphical displays to interpret essential information (mean, median, mode, etc) appropriate to the context of the data.

In other words... You will be able to use mathematics to understand a set of data in mathematical and real world contexts.

 Identify various types of data representations. Identify key information from a variety of data representations. Discriminate between usable and unusable data collections. Calculate various statistical applications such as mean, median, mode, etc. 	 Analyze various types of data representation and applications in real-world contexts (i.e. bar graph, box-and-whisker plots, etc). Analyze and interpret information from data to write a reasonable claim supported from the data. Evaluate the effect of outliers in a given data set; specifically analyze its effects on the shape, center, and spread of the entire data set. 	 Compare data models to real world scenarios and evaluate each type of model in context. Using real world data/context, formulate a hypothesis and defend it using relevant data and detailed analysis.
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2.0 The student will:	3.0 The student will:	4.0 The student will:
The student will.	Algebra 2	
Competency 1: Linear Functions Students	s will be able to analyze data to determine and	d generate linear functions.
	and solve linear functions based on real worl	
 Identify and define characteristics of a linear function (y=mx+b, slope, x and y intercepts, domain and range, in/direct variation). Recognize and explain the difference between a function and an equation. 	 Analyze data to determine and generate linear functions in multiple representations (equation, table, graph). Write and solve linear functions using symbolic algebra in mathematical terms from a real world context and vice versa. Approximate and interpret rates of change from graphical and numerical data. 	• Create a real world scenario modeled by a linear function and draw reasonable conclusions about the situation being modeled.
Competency 2: Systems of Equations - St using elimination or algebra.	udents will understand how to solve various s	systems of equations by graphing
In other words You will be able to const contexts.	ruct and solve systems of equations based on	real world and mathematical
• Identify and define characteristics of a system of equations (point of intersection, inconsistent/consistent, dependent/independent).	 Interpret multiple representations of functions of two variables. Write equivalent forms of equations, inequalities, and systems of equations and solve them with fluency. Write and solve systems of equations using symbolic expressions to represent relationships arising from various real world contexts. 	 Create a real world scenario modeled by a system of equations and draw reasonable conclusions about the situation being modeled. Identify essential quantitative relationshps in a situation and determine the type of function(s) that models the relationships.
Competency 3: Quadratic Functions - Str functions.	udents will be able to analyze data to determine	ne and generate quadratic
In other words You will be able to write	and solve quadratic functions based on real v	world and mathematical contexts.
 Identify and define characteristics of a quadratic function (explicit definition, symbolic expressions, intercepts, vertex, domain and range, increasing/decreasing, etc.) 	 Analyze data to determine and generate quadratic functions in multiple representations (equation, table, graph). Write and solve quadratic functions. Understand and interpret the relationship between graphical and numerical data of quadratic functions. 	• Create a real world scenario modeled by a quadratic function and draw reasonable conclusions about the situation being modeled.

<u>Competency 4</u>: Polynomial Functions - Students will be able to analyze data to determine and generate polynomial functions.

 Identify and define characteristics of a polynomial function (end behavior, domain and range, number of solutions, etc.) 	 Analyze data to determine and generate polynomial functions in multiple representations (equation, table, graph). Write and solve polynomial functions. Understand and interpret the relationship between graphical and numerical data of polynomial functions. 	• Create a real world scenario modeled by a polynomial function and draw reasonable conclusions about the situation being modeled.
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In other words... You will be able to write and solve polynomial functions based on real world and mathematical contexts.

<u>Competency 5</u>: Exponential Functions - Students will be able to analyze data to determine and generate exponential functions.

In other words... You will be able to write and solve exponential functions based on real world and mathematical contexts.

 Identify and define characteristics of an exponential function (domain and range, asymptotes, etc.) 	 Analyze data to determine and generate exponential functions in multiple representations (equation, table, graph). Write and solve exponential functions. Understand and interpret the relationship between graphical and numerical data of exponential functions. 	• Create a real world scenario modeled by a linear function and draw reasonable conclusions about the situation being modeled.
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<u>Competency 6</u>: Advanced Functions - Students will be able to analyze data to determine and generate various advanced functions (ie. rational functions, radical functions, logarithmic functions, etc).

In other words... You will be able to write and solve various advanced functions based on real world and mathematical contexts.

• Identify and define characteristics of rational, radical and logarithmic functions (maximums/minimums, vertical and horizontal asymptotes, domain and range, etc.)	 Analyze data to determine and generate each advanced function (rational, radical and logarithmic) in multiple representations (equation, table, graph). Write and solve advanced functions. Understand and interpret the relationship between graphical and numerical data of advanced functions. 	 scenario modeled by each advanced function and draw reasonable conclusions about the situation being modeled. Compare and contrast advanced functions and judge the meaning, utility, and reasonableness of advanced functions in real world contexts.
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<u>Competency 7</u>: Advanced Operations - Students will be able to implement advanced operations such as using matrices, function inversion and composition.

<u>In other words...</u> You will be able to use a variety of symbolic representations and judge the meaning, utility, and reasonableness of advanced operations in a real world context.

 Identify and define characteristics of matrices, inverting functions, and composite functions (determinant, row operations, inverse, asympttes, etc.) 	• Understand and perform transformations such as arithmetically combining, composing, and inverting commonly used functions, using appropriate technology to perform such operations on more- complicated symbolic expressions.	 Identify, explain, and expand on real world scenarios that can be solved or modeled using matrices, inverse functions, and composite functions. Compare and contrast advanced operations and judge the meaning, utility, and reasonableness of advanced operations in real world contexts.
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2.0 The student will:	3.0 The student will:	4.0 The student will:
The student with	AP Calculus AB	
<u>Competency 1</u> : Trigonometry - Students w the trig functions sine, secant, tangent and th Pythagorean theorem leads them to some key inverse trig functions.	vill develop their understanding of the rela- teir cofunctions cosine, cosecant, and cotany y trig identities, and how it can be used to	ngent. They will learn how the make a change of variables for
 In other words You will learn some of th Explain various trigonometric functions using graphical, numerical, analytical and verbal descriptions Write, solve and graph trigonometric equations in mathematical and real world contexts, including harmonic behavior. 	 Analyze trigonometric equations, account for domain, range, and asymptotes, if any. For sine and cosine functions, determine amplitude and period. Verify the equality of trigonometric expressions. 	 Use DeMoivre's theorem to understand angle addition and subtraction. Convert between polar and Cartesian coordinates.
<u>Competency 2</u> : Differentiation - Students w numerical, analytical, and verbal descriptions	vill develop the idea of rate of change of a s (GNAV).	function using graphical,
In other words You will learn how to find	d the slope of functions, and how this tool	can be applied.
 Understand speed as a rate at which position changes Study a limit using GNAV Find the derivative of a function at a point Develop interpretations of the derivative Find the second derivative of a function at a point. Understand continuity and differentiability and their relationship. Find derivatives of powers and polynomials Find derivatives of the exponential and logarithmic functions. Find derivatives using the product and quotient rules 	 Find derivatives using the chain rule. Find derivatives of the trigonometric functions. Study applications of the chain rule and related rates. Find derivatives of implicit functions. Use derivatives to make linear approximations Use local linearity to find limits. 	 Use first and second derivatives to study concavity. Create models and find optimal values for the mode Apply the Intermediate Value Theorem and Mean Value Theorems.
<u>Competency 3</u> : Integration - Students will on numerical, analytical, and verbal descriptions	5. 	
 In other words You will learn how to find Find antiderivatives graphically and numerically Construct antiderivatives analytically Apply integration to find equations of motion. 	 Solve separable differential equations Develop the Fundamental Theorem of Calculus for integration Graph the antiderivative of a function Approximate definite integrals using a calculator Draw and interpret slope fields 	 Solve growth and decay problems Find areas and volumes Find volumes of solids of revolution using the disk method, and exploring volume by cross sections.

2.0 The student will:	3.0 The student will:	4.0 The student will:
	Personal Finance	
understand quantitative relationships. T	- The student will be able to use mathem hey will be able to construct a savings ac	count and checking account.
 In other words You will be able to in Identify ways to be a financially responsible young adult. Define: Savings, Investing, deposit, withdrawal, interest, interest, interest rate, account balance, compounding interest, future value, and present value Define: Check, Credit, Debits, Balance/Reconcile, statement balance, debit card, PIN, EFT (electronic funds transfer), online banking, overdraft penalty, overdraft protection, minimum account balance Demonstrate skill in basic financial tasks, including writing a check, reconciling a checking/debit account statement, and monitoring printed and/or online account statements for accuracy. 	 Set measurable short-, medium- and long- term financial goals. Create spreadsheets showing the benefits of compounding interest Compare the benefits of savings versus checking 	 Analyze when it's appropriate to put money into savings or checking Analyze the advantages of having a checking account and debit card Analyze the disadvantages of checking accounts and debit card Analyze how taxes affect financia decisions. Create examples demonstrating how decisions made today can affect future opportunities.
effective risk management strategies.	 use a career plan to develop personal indestimate future income possibilities in a gi Compare personal skills and interests to various career options. Describe the educational/training requirements, income potential and primary duties of at least three jobs of interest. 	

<u>Competency 3</u>: Planning and Money Management - Students will organize and plan personal finances, and use a budget to manage cash flow.

In other words... You will be able to create a budget to help you meet financial goals and plan a vacation.

 Identify changes in personal spending behavior that contribute to wealth building. Define: Needs, expense, want, budget, late fees, credit history, credit report, credit rating, and identity theft 	 Explain how to use a budget to manage spending and achieve financial goals. Discuss the components of a personal budget, including income, planned saving, taxes, and fixed and variable expenses. Given a personal finance scenario on the cost of a vacation 	 Create a budget to manage spending and achieve financial goals. Given a scenario, design a personal budget for a young person living alone. Analyze how changes in circumstances can affect a personal budget. Develop a filing system for keeping financial records, both paper and electronic. Compare cash inflows and outflows with a budget.
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<u>Competency 4</u>: Credit and Debt - The student will be able to use mathematical models to represent and understand quantitative relationships. They will be able to understand the pluses and minuses of credit cards, renting versus owning a home, and used and new automobiles.

In other words... You will understand the responsibilities of using credit and loans.

Define: Credit, credit card, credit limit, charge, interest rate, payment due date, outstanding balance, finance charge, grace period, late fee, annual fee, cash advance, cash advance limit, daily finance charge, annual percentage rate (APR), minimum payment, and average daily balance. Define: Loan, credit report, credit rating, variable interest rate, fixed interest rate, and loan sharks Define: Mortgage, down payment, principal, interest, equity, amortization schedule, escrow, closing costs, pre-payment penalties, refinancing, delinquent, and foreclosure. Define: Trade-in value, Book value, Incentives, Lease, and Purchase Identify various types of mortgage loans and mortgage lenders. Describe possible consequences of excessive debt. List actions that a consumer could take to reduce or better manage debt.	Compare the cost of borrowing \$1,000 by means of different consumer credit options. Explain how credit card grace periods, methods and interest calculation, and fees affect borrowing costs. Compare the cost of reducing a \$1,00 credit card balance to zero with minimum payments versus above minimum payments. Given a scenario, apply systematic decision making to identify the most cost-effective option for purchasing a car. Describe the elements of a credit score and explain how the credit score affects creditworthiness and factors that improve a credit score. Explain ways that a negative credit report can affect a consumer's financial future. Compare the benefits and costs of owning a house versus renting housing, and explain the elements of a standard lease agreement. Explain what a typical interest rate for a credit card? Explain what	Analyze if using a credit card is a good or bad thing? Analyze why credit card companies are so eager to issue cards to so many people, particularly young consumers.
aedi.	for a credit card? Explain what determines the rate.	

<u>Competency 5</u>: Insurance - The student will be able to use mathematical models to represent and understand quantitative relationships. They will be able to use appropriate and cost-effective risk management strategies.

In other words... Learn about the purpose and importance of property and liability, health, disability, and life insurance protection.

 Define: Insurance, insurer, insurance policy, policyholder, premium, claim, deductible, life insurance, risk, beneficiary, estate, health insurance, coverage, benefits, co-pay, co-insurance, flexible spending account (FSA), COBRA, auto insurance, and homeowner's and renter's insurance Recommend insurance for the types of risks that young adults might face. Differentiate among the main types of auto insurance coverage, and list factors that can increase or reduce auto insurance premiums. 	 Explain the advantages and disadvantages of different types of insurance Given a scenario, calculate the amount paid on an insurance claim after applying exclusions and deductibles. 	Analyze conditions under which young adults need life, health and disability insurance.
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<u>Competency 6</u>: Investing - Students will implement a diversified investment strategy that is compatible with personal goals.

	different short- and long-term investment	
 Define: Bond, issuer, holder, certificates, face amount, maturity date, price, cost of funds, fair market price, yield to maturity, fluctuations Define: Stock, share, shareholder, portfolio, dividend, annual return, depreciation, total annual return, specialist, buy limit order, sell limit order, market order, securities firm, stockbroker, floor broker, transaction cost, online trading, last price, market value, annual dividend yield, and stock price index Define: Mutual fund, asset, asset allocation, asset mix, net investment, mutual fund share, net asset value, mutual fund family, year-to-date (YTD) percentage total return Define: Risk, fluctuations, long- term trend, upward trend, price return, dividend return, diversify, positive correlation, and uncorrelated Identify and compare strategies for 	 Explain the advantages and disadvantages of saving for short-, medium- and long-term goals. Calculate the end value of an invested lump sump, the lump sum needed to reach a specific investment goal, the end value of an invested period amount, and the period amount needed to reach a specific investment goal. Explain the relative importance of the following sources of income in retirement: Social Security, employer retirement plans, and personal investments. Use systematic decision making to select an investment strategy. Analyze the benefits of a diversified investment portfolio. 	 Develop a definition of wealth based on personal values, priorities, and goals. Analyze how economic and business factors affect the market value of a stock.

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investing, including participating

2.0 The student will:	3.0 The student will:	4.0 The student will:
	Statistics	Allo diddom with
<u>Competency 1</u> : Distributions - The stu quantitative relationships. They will pr	ident will be able to use mathematical mo oduce and interpret plots, calculate mean,	dels to represent and understand median, and mode.
In other words Students will study d	listributions and learn how to organize dat	a through various exercises.
 Define: Distribution, plots, mean, median, mode, standard deviation, variation, histogram, stem plot, boxplot, and quartiles Identify difference between median and mode 	 Represent data on a single count or measurement variable. Calculate expected values and use them to solve problems. Display data with plots and calculate mean, median, and mode. 	 Analyze data on a single coun or measurement variable. Create a model with mathematics. Create charts, tables, and graphs Analyze data that you have collected.
<u>Competency 2</u> : Relationships - The str quantitative relationships. They will lea	udent will be able to use mathematical mo arn about scatterplots, correlation, and stat	dels to represent and understand
	h a topic and make an argument by creating	
 Define: Scatterplot, positive and negative correlation, bivariate data, linearity, slope, strength, statistical graphs, least-squares regression line, correlation coefficient, residual plot, hypothesis test, t-value, P-value Identify if the relationship is positive or negative correlation 	 Represent data through scatterplots Calculate least-squares regression line. Calculate t-value and P-values 	Create statistical graphs and make inferences and justify your conclusion

<u>Competency 3</u>: Samples, Surveys, and Experiments The student will be able to use mathematical models to represent and understand quantitative relationships. They will learn about random sampling, distinguish between an observational and experimental study, and collect data.

In other words... Students will conduct their own poll by creating a questionnaire, construct tables, and then make a prediction.

 Define: Random sampling, observational study, experimental study, block design, stratified sample, population 	 Evaluate random processes with statistical experiments Represent data in a statistical graph with data you collected. 	Analyze and justify conclusions from sample surveys, experiments, and observational studies
 Identify if it's an observational or experimental study 		 Predict an outcome based on charts, tables, and graphs you create

<u>Competency 4</u>: Probability Models and Calculations - The student will be able to use mathematical models to represent and understand quantitative relationships. They will learn about mutually exclusive and non-mutually exclusive events and compute probability of events using formula for combinations and permutations.

In other words... The student will create their own game and calculate the probability of the outcomes.

• Define: Mutually exclusive, non-	Calculate the measure of chance	Create your own game and include
mutually exclusive events,	 Solve binomial probability 	probability calculations for the
independent events, compound	problems.	possible outcomes.
events	Calculate the probability of	Analyze independence and
• Define probability of events using	various independent and	conditional probability and
formulas for combinations and	dependent events	interpret data
permutations	Use probability to evaluate	
 Define Pascal's Triangle 	outcomes of decisions	
Identify binomial problems.		



2.0 The student will:	3.0 The student will:	4.0 The student will:
The student will.	Biology	
<u>Competency 1</u> : The student will demonstrate (question/problem), proposing valid and relia dependent, and control variable(s) of those m	e the steps of the scientific method by vert able methods to test it, and identifying the	
In other words What is the importance of control variables of help explain the outcome		do the independent, dependent, and
 Identify each step of the scientific method in a scientific investigation Describe the purpose of each step of the scientific method Define: Independent Variable, Dependent Variable, and Control Variable 	 Implement the scientific method to perform a <u>pre-made</u> scientific investigation Explain the importance of the independent, dependent, and control variable(s) for a specific scientific investigation 	 Create and implement your own scientific investigation of a question/problem relevant to you Generate consistent and reliable data from your investigation that can be used for further analysis
Competency 2: The student will evaluate a hand seek feedback of peers to determine valid conclusion.	appothesis to determine the usefulness of s dity as well as propose subsequent question	cientific method, discover limitations ns that might arise from the
In other words How do scientific discove the scientific method used in everyday life?	ries affect society? What are the limitation	ns of the scientific method? How is
 Identify the limitations of a specific scientific investigation Identify the effects of the results of a scientific investigation on society 	 Interpret the results of a scientific investigation to formulate <u>new questions</u> to investigate Interpret the limitations of a scientific investigation to formulate <u>new methods</u> to investigate a problem/question 	 Analyze and evaluate the importance of communicating results of a specific scientific investigation to the community
<u>Competency 3</u> : Students will explain what concerning the environment and explain the importance of the organisms, on a macro and a micro level, in concerning the environment of the en	e complex interactions and communication	and how it thrives in relation to its ns needed within and without
In other words What do living things need interactions going on inside of an organism a organisms to survive?		
 Identify the basic necessities of life Identify and describe how organisms must interact with their environment and one another to survive Recognize and define: life, reproduction, metabolism, homeostasis, heredity, responsiveness, growth and development 	Classify living and non living things according to their behaviors, interactions, and characteristics	 Evaluate an organism's behaviors, interactions, and characteristics to defend why it is a living thing Attribute the importance an organism's behavior, interactions, and characteristics to its survival

<u>In other words...</u> Our bodies are made of carbohydrates, proteins, fats, and nucleic acids – what is the function of each? What are cells, and how do they work? What are the parts of the cell and what are their functions?

•	Recognize cells as the smallest unit of life Recognize and define the three parts of the cell theory Identify the function of: lipids, carbohydrates, proteins, and nucleic acids Identify the function of cell	 Summarize the functions of lipids, carbohydrates, proteins, and nucleic acids in the context of your own body Summarize the sources of lipids, carbohydrates, proteins, and nucleic acids in types of foods Interpret each part of the cell 	 Predict the effects of having deficiencies of lipids, carbohydrates, proteins, and nucleic acids
	organelles and structures. Describe water's importance to biology Recognize that lipids, carbohydrates, proteins, and nucleic acids must be consumed by organisms	theory and explain for the existence all organisms	

<u>Competency 5</u>: The student will be aware of the similarities between different organisms, and between organisms and nonliving systems and be able to compare and contrast basic differences among these life forms: animal, plant, virus and bacteria.

<u>In other words...</u> What makes something an animal, plant, virus, or bacteria? What characteristics do all living things have in common? Why is it possible to have so many different kinds of living things?

 Identify the similarities/ differences between prokaryotes and eukaryotes Identify the similarities/ differences between living and non-living things (viruses vs. bacteria) Identify the similarities/ differences between animals and plants 	 Summarize and explain the similarities/differences between prokaryotes and eukaryotes Summarize and explain the similarities/differences between living and non-living things (viruses vs. bacteria) Summarize and explain the similarities/differences between animals and plants Explain how it is possible for so many different types of living things are able to exist, but still all be classified as life. Explain the difference between eukaryotes and prokaryotes 	Evaluate the importance of having so many different types of living things
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<u>Competency 6</u>: The student will understand that all forms of energy on Earth originate from the sun. All living things use and transfer this energy to survive. The student will comprehend where this energy comes from and how it is transferred throughout an ecosystem.

In other words... Why is the Sun important to the existence of life? How is energy transferred between living things? In ecology, what do the following words mean: population, community, and ecosystem? What is a producer and a consumer? How do populations, communities, and ecosystems relate with one another?

 (10% rule) Recognize that almost all energy on the surface of the Earth originates from the Sun Define: population, community, ecosystem, producers, consumers, predator, prey Identify the relationships and between populations, communities, and ecosystems Identify the producers/ consumers/decomposers of an ecosystem 	maintain an existing ecosystem
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• Recognize the similarities/differences	• Explain the functions of meiosis	• Evaluate the importance of cell
sexual/asexual reproduction,	and mitosis	division to maintaining life
meiosis/mitosis	• Compare/contrast the process and	
Recognize the functions of cell	functions meiosis and mitosis	
division		

<u>Competency 8</u>: The student will understand the role of heredity and the environment in determining the traits of an organism

In other words... Do we get our traits from our DNA or from our environment?

 Recognize the influence that our genetics and environment have on our traits Define: genetics, gene, allele, 	• Summarize the findings of a scientific study that compares the influence that our genetics and environment	 Predict the phenotype and genotype of offspring based on the phenotype and genotype of the parents
phenotype, genotype, meiosis, mitosis, sexual reproduction, asexual reproduction, dominant, recessive,	 Classify patterns of heredity (simple dominant-recessive, co- dominance, incomplete 	 Differentiate between different patterns of heredity based on data
homozygous, heterozygous	dominance, polygenic, poly allelic, sex-linked) according to their key characteristics	

<u>Competency 9</u>: The student will be able to explain how DNA is used as the genetic information for proteins that determine the biological traits of organisms. The student will also understand the potential consequences of genetic mutations and the moral and ethical arguments of genetic engineering.

<u>In other words...</u> How does DNA store genetic information? What are the ethical arguments surrounding genetic engineering?

 Describe how the structure of DNA allows it store genetic information Describe how genetic engineering can be done Describe how DNA can be mutated and the potential effects it can have on an organism Describe the process of DNA replication Recognize and define: DNA, RNA, DNA polymerase, RNA Polymerase, transcription, translation, codon, anticodon, mutation 	 Summarize the process of protein synthesis from a DNA sequence to a protein Interpret a DNA sequence to obtain the following: mRNA sequence, amino acid sequence Explain the role of DNA replication in sustaining life Explain the role of protein synthesis in sustaining life Explain the effect of genetic mutation on protein synthesis Explain sources of genetic mutation 	 Explain and evaluate opposing ethical arguments that surround genetic engineering Evaluate the importance of protecting our DNA from mutation; consider the potential effects of genetic mutation on our bodies
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<u>Competency 10</u>: The student shall explain the theory of evolution on a macro level through the lens of natural selection in a timeline past, present and future.

<u>In other words...</u> What is natural selection? How can natural selection affect an entire population living things? What is natural selection's role in the theory of evolution?

 Describe the five rules of natural selection Describe how an environmental change can affect an entire population over time Define: selective pressure, adaptation Define: selective pressure, adaptation Compare/Contrast natural 	 requirements for natural selection to occur Explain why each rule of natural selection is necessary Interpret the effect of certain 	 Predict the effects of environmental changes on a local population of organisms over time due to natural selection Evaluate the impact of human action on natural selection
	 population over time due to natural selection Compare/Contrast natural selection to <u>artificial selection</u> Summarize an application of 	

<u>Competency 11</u>: The student shall explain the theory of evolution at the micro level of molecules, in terms of their usefulness in classification and environmental affects upon them.

In other words... How does the theory of evolution work? How does the theory of evolution work on the molecular level?

 Describe how the theory of evolution can explain the formation of new species 	 Summarize and explain the scientific evidence for the theory of evolution 	 Analyze and evaluate a specific species' adaptations and predict the environmental factors that
 Recognize pieces of scientific evidence that support the theory of evolution Describe the role of DNA mutations on 		would lead to their development
 Describe the fold of DIAA inductions on the theory of evolution Define: divergence, speciation, geographic isolation 		

3.0 The student will:	4.0 The student will:
Chemistry	The student with
physical, chemical and nuclear changes	using the location and properties of
number of protons, electrons, and neutro re do scientific models come from? Wh	
 Explain the effect of changing the number of protons, electrons, and neutrons has on the chemical properties of an atom Explain how the scientific method leads to the creation of scientific theories and scientific models 	 Evaluate the importance of scientific models for society Evaluate the accuracy and limitations of atomic models
and that the periodic table organizes all k emistry.	nown elements and provides useful
ble organized? How can the periodic tab the numbers on the periodic table mear priodic Table help us?	ele be used as a tool to make predictions ? Why do we develop scientific tools?
 Predict the chemical properties of an element given its location on the periodic table Identify and explain the trends found on the Periodic Table 	• Evaluate the usefulness of the Periodic Table as a scientific tool
how electrons affect the chemical proper	ties of an atom
emical properties of an atom? How do el	ectrons arrange themselves outside of
 Explain why the quantum theory is a foundation for the atomic model Summarize the process and describe the arrangement that electrons are added to an atom Explain how electrons are involved in producing electromagnetic waves (e.g. light) 	 Evaluate the important role that electron behavior and arrangement has in the atomic model Execute the process of writing electron configurations
	The student will: Chemistry physical, chemical and nuclear changes number of protons, electrons, and neutror re do scientific models come from? Why • Explain the effect of changing the number of protons, electrons, and neutrons has on the chemical properties of an atom • Explain how the scientific method leads to the creation of scientific theories and scientific models and that the periodic table organizes all k emistry. ble organized? How can the periodic table to the numbers on the periodic table mean eriodic Table help us? • Predict the chemical properties of an element given its location on the periodic table • Identify and explain the trends found on the Periodic Table whow electrons affect the chemical proper- emical properties of an atom? How do el • Explain why the quantum theory is a foundation for the atomic model • Summarize the process and describe the arrangement that electrons are added to an atom • Explain how electrons are involved in producing

ground state, excited state

<u>Competency 4</u>: The student will be able to differentiate between the types of chemical bonding and the intermolecular forces that exist between all substances

<u>In other words...</u> What are the physical and chemical properties associated with each type of chemical bond? How are the forces of attraction between substances related to their physical properties? What are the differences between elements, mixtures, and compounds?

 Identify metallic, molecular, and ionic compounds according to their characteristics Identify the properties associated with metallic, covalent, and ionic bonds Describe how intermolecular forces determine the properties of a substance Define: intermolecular forces, solubility, solution, bond, metallic bond, covalent bond, ionic bond, mixture, heterogeneous mixture, homogeneous mixture, compound, element, polar compound, non- polar compound 	 Explain the process of bonding in relation to the quantum theory Explain how the electron arrangement of an atom determines its bonding characteristics Determine the strength of chemical bonds based on their type of bonding Explain the relationship between polarity, solubility, and intermolecular forces ("like dissolves like") 	Predict the bonding and polarity characteristics of an atom based on its electron arrangement (Lewis Dot Structures)
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Competency 5: The student will understand the importance of having a naming system for naming chemical compounds

<u>In other words...</u> How are chemical compounds named? Why is it important to have a naming system for chemical compounds?

 Identify, recognize and describe	 Explain the importance of having	 Evaluate the importance of
properties of a substance based	a standardized naming system of	having a standardized naming
on its chemical name Identify, recognize, and describe	compounds Interpret a compound's name to	system of compounds Execute the naming of
the chemical name of a substance	identify its bonding type and	compounds based on their
based on the atoms that it's made	chemical properties	chemical composition
of		

Competency 6: The student will recognize the key characteristics of a chemical reaction

<u>In other words...</u> What is the Law of Conservation of Mass and how is it related to chemical reactions? How do I know a chemical reaction has occurred?

associated with chemical reactions	 Define the Law of Conservation of Mass Describe how the Law of Conservation of Mass explains chemical reactions described by balanced chemical equations Recognize that balanced chemical equations represent chemical reactions Recognize the characteristics associated with chemical reactions 	 Explain how the law of conservation of mass is demonstrated in multiple observed chemical reactions Summarize the energy changes associated with endothermic and exothermic reactions Compare/Contrast the characteristics of physical and chemical changes 	 Explain the role that quantum theory, chemical bonding, and the law of conservation of energy have in chemical reactions Execute the process of balancing chemical equations Predict the amount of product produced or reactant needed in a chemical reaction using stoichiometry
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endothermic or exothermic <u>Competency 7</u> : The student will explain concentration	n the states of matter as they relate to temp	perature, pressure, volume, and
In other words How is a substance's	state of matter related to temperature and	pressure?
 Describing the basic structure of particles in a solid, liquid, and gas Describing how temperature and pressure are related to a substance's state of matter Recognizing and classifying chemical changes and physical changes Describe the kinetic molecular theory 	 Summarize and explain the structural changes of a substance's particles based on various temperature and pressure conditions Relate a substance's structure to the kinetic molecular theory 	• Predict how a substance's state of matter can be influenced by changes in temperature and pressure
Competency 8: The student will describ	e the flow of energy and how it influence	s the behavior of matter.
In other words How does energy flow influence the behavior of matter?	v from one object to another? What is ter	nperature? How does temperature
 Describe how energy flows from one object to another (thermal equilibrium) Recognize the scientific definition of temperature Describe how temperature influences the behavior of matter Describe the behavior of particles in a solid, liquid, and gas Recognize that the energy that it takes to raise the temperature of a substance is dependent on its mass and heat capacity Define: heat capacity, specific heat, thermal equilibrium, system, surroundings 	 Explain and summarize the movement of energy in an object undergoing a change in state of matter (e.g. melting, freezing) Compare the amount of energy needed to change the temperature of substances with different heat capacities 	 Evaluate the role that heat capacity plays in everyday scenarios (e.g. weather, biology, cooking) Calculate the amount of energy required to raise or lower a substance's temperature
Competency 9: The student will classify determine pH.	v solutions as acidic, basic or neutral using	g hydrogen ion concentration to
· · · · · · · · · · · · · · · · · · ·	it determined? What are the properties of	
 Recognize how pH is determined Recognize the properties of an acid and a base Recognize and define: pH, acid, base, neutral 	 Explain the process that is used to determine pH Relate the chemical properties of a solution according to its pH Classify solutions as acids/bases and explain your reasoning based on observations 	 Evaluate the applications of acids and bases in everyday life

<u>Competency 10</u>: The student will explain how the rate of a chemical reaction is dependent on temperature and activation energy; and describe and predict equilibrium shifts in reactions caused by changing conditions.

 Recognize and define: chemical equilibrium, collision theory, reversible reaction, rate of reaction, activation energy Recognize and describe the characteristics associated with changes in the rate of a chemical reaction Recognize how temperature, pressure, and concentration affect a reversible reaction's ability to achieve chemical equilibrium 	 Summarize the relationship between chemical equilibrium, collision theory, reversible reactions, and rate of reaction Explain real world observations of changing rates of chemical reactions Apply the relationship between collision theory and kinetic molecular theory to influence the rate of a chemical reaction Explain how you know when a chemical reaction has reached chemical equilibrium Explain how temperature, pressure, and concentration affect a reversible reaction's ability to achieve chemical equilibrium Explain the conditions needed in order for a chemical reaction to occur (activation energy, concentration of products and reactants) 	 Identify and explain applications of influencing rate of reactions, and analyze their impact on society (e.g. cooking, metabolism)
ompetency 11: The student will unde oth positive and negative ways.	rstand that electron transfers as described by	v redox reactions impacts humans in

 Define: reduction, oxidation, redox 	• Explain why reduction and oxidation reactions always occur	• Explain and analyze the relationship that redox reactions
• Identify and describe a positive	together	have to the following: 1) Law of
impact of a redox reaction		Conservation of Mass, 2)
Identify and describe a negative		Chemical Equilibrium, 3) Rate of
impact of a redox reaction		Reaction

<u>Competency 12</u>: The student will demonstrate fluency of mathematical and computational thinking in science to obtain, represent, interpret, analyze, and model data.

In other words... How do I do math in science? Why is math important for science? How do I represent numerical data? How do I interpret numbers in science? How do I analyze numerical data? How do I create a mathematical model to predict the results of an experiment? Why do units matter? How do I read scientific notation?

 Recognize scientific notation, significant figures, units, unit conversion, and dimensional analysis 	 Explain the importance of significant figures in providing reliable and interpretable data Execute the processes used to 	Generate mathematical models to represent patterns and relationships in data
 Recognize the importance of significant figures in providing reliable and interpretable data Recognize the importance of 	 determine the number of significant figures in measurements and calculations Execute the processes of 	• Evaluate the importance of mathematical and computational thinking in science
including units in scientific calculations	dimensional analysis and unit conversion	
Recognize the processes of dimensional analysis and unit conversion		

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2.0 The student will:	3.0 The student will:	4.0 The student will:
	Physics	
	The student will be able to explain how the motions, and mathematical functions. Solving problem	
interrelated. They will be able to solve	able to look at graphs and describe how position, word problems about velocity, time, speed, and 'hey can predict how a motion graph might chang predictions.	acceleration. Students can
 Describe and analyze the motion that a position-time graph represents, given the graph. Distinguish between the variables of distance, displacement, speed, velocity, and acceleration. Describe and analyze the motion that a velocity-time graph represents, given the graph. 	 Calculate the average speed of an object using the change of position and elapsed time. Create line graphs using measured values of position and elapsed time. Solve problems involving average speed and constant acceleration in one dimension. Use the change of speed and elapsed time to calculate the average acceleration for linear motion. Apply the independence of the vertical and horizontal initial velocities to solve projectile motion problems. 	• Produce a diagram, table, or a graph, or mathematical function to represent the motion of an object you created.
the interaction of two objects, by direct	***************************************	
between force, mass, and acceleration. acceleration?" They develop ways of n	ple equipment like model cars and rubber bands They can pose and answer the question "How do neasuring acceleration. Students can use dynami- ke predictions about how changes in variables w	bes changing the force affect the cs experiments, such as rolling a
 Recognize and describe Newton's Three Laws. Explain how the interaction between two objects using Newton's Three Laws (by direct contact and at a distance). Identify the magnitude and direction of everyday forces (ie wind, tension in ropes, pushes and pulls, weight) Identify the action and reaction force from examples of forces in everyday situations (ie book on a table, walking across the floor, pushing open a door) 	 Interpreting the resulting motion from free-body diagrams. (ie cars on a highway) Solve problems involving force, mass, and acceleration in linear motion (Newton's second law). Solve problems involving force, mass, and acceleration in 2-D projectile motion restricted to an initial horizontal velocity with no initial vertical velocity (ie ball rolling off a table) 	 Creating free-body diagrams that illustrate the forces of an object and solve (inclined plane) Predict the change in motion of an object acted on by several forces.

2.

<u>Competency 3</u>: Momentum – The student will explain why a moving object has a quantity of motion (momentum) that depends on its velocity and mass. In interactions between objects, the total momentum of the objects, the total momentum of the objects does not change.

<u>In other words...</u> Students can investigate in momentum in many ways (ie Drop a tennis ball and basketball together, and observe how the tennis ball rebounds, compare an egg thrown into a sheet versus thrown into a wall, as examples).

 Define and describe momentum Describe the Law of conservation of momentum. 	 Apply the conservation of momentum to explain the resulting motion of colliding objects Explain why a moving object has a quantity of motion (momentum) that depends on its velocity and mass Apply conservation of momentum to solve simple collision problems. 	 Predict the resulting motion of colliding objects by using the Law of Conservation of Momentum Demonstrate and predict how the change in velocity of a small mass compares to the change in velocity of a large mass when the objects interact (ie collide) Analyze why seat belts may be more important in autos
		than in buses.

playground rides, generating questions,	nce and investigate acceleration in circular mot collecting data, predicting results of changes in ta to concepts of acceleration in circular motion eighted springs.	variables and designing tests of
 Describe and classify various motions in a plane as one dimensional, 2-D, circular, or periodic (define terms). Recognize periodic motion and circular motion. Recognize how circular motion can be represented by a wave. Describe the relationship between changes in position, velocity, and acceleration during periodic motion. Identify the forces acting on objects moving with uniform circular motion (ie. a car on a circular track, satellites in orbit) 	 Interpret periodic motion and circular motion from graphical representations. Explain how frequency effects the movement of objects moving back and forth (oscillating) or in circular motion. Distinguish between rotation and revolution and describe and contrast the two speeds of an object like the Earth. 	• Evaluate and predict periodic motion and real world examples using the appropriate equations.

<u>Competency 5</u>: Energy Transformations – The student will be able to demonstrate that energy is transferred between objects during interactions and frequently transformed from one type to another in mechanical, electrical, and natural systems. The total amount of energy remains constant in closed systems.

<u>In other words...</u> students can generate questions such as "Where did the energy go?" using various phenomena that illustrate energy transfer, like dropping a ball or swinging a pendulum and noticing that they don't return to their starting point. They can then identify patterns in data and describe reasons to support their conclusions. Students can predict what would happen if variables are changed in investigations using various physics simulations.

 Identify the form of energy in given situations (moving objects, stretched springs, rocks on cliffs, ie. Give examples of KE and PE) Define and describe the Law of Conservation of Energy. Name devices that transform specific types of energy into other types (ie. Device that transforms electricity into motion). Describe the transformations between potential and kinetic energy in simple mechanical systems (ie- pendulums, roller coasters, ski lifts). 	 Apply the Law of Conservation of Energy in closed systems. Compare and contrast the energy changes associated with closed systems with friction and closed systems without friction. Explain why all mechanical systems require an external energy source to maintain their motion. Explain instances of energy transfer by waves and objects in everyday activities (ie why the ground gets warm during the day, how you hear a distant sound, why it hurts when you are hit by a baseball). Calculate the changes in kinetic and potential energy in simple mechanical systems (ie. pendulums, roller coasters, ski lifts) using the formulas for kinetic energy and potential energy. 	 Create your own closed system which demonstrates the Law of Conservation of Energy Evaluate the validity of the Law of Conservation of Energy in real-life scenarios
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<u>Competency 6</u>: Gravity – The student will understand that gravity is one of four fundamental forces of nature, the attractive force between any two masses. It explains why objects fall to the Earth and why planets and satellites stay in their orbits.

<u>In other words...</u> Students can make predictions about what will happen if the masses and/or distance between objects are changed, relating patterns in the data to the universal law of gravitation.

• Define gravity	• Explain why objects fall to Earth and	• Predict how the gravitational
Describe how gravity changes	why satellites and planets stay in orbit	force between objects
depending on the mass and distance between two objects	• Explain earth-moon interactions (orbital motion) in terms of forces.	changes when the distance between them changes.
• List and summarize the four	• Explain how your weight on Earth could	
fundamental forces of nature	be different from your weight on another planet.	
같은 것은 이 수는 것 같은 것 같은 것 같은 것 같은 것 같은 것 같이 있다. 같은 것 같은 것은 것 같은 것 같은 것은 것 같은 것 같은 것 같이 있다. 것 같이 있는 것 같이 있다.	Calculate the force, masses, or distance	
	between two bodies, given any three of	
	these quantities, by applying the Law of	
	Universal Gravitation, given the value of G.	

<u>Competency 7</u>: Work – The student will explain and demonstrate mechanical energy (the amount of energy transferred when an object is moved equal to the work done on the object.

<u>In other words...</u> Students will be understanding the amount of work being done in certain situations along with mechanical energy going from potential energy to kinetic energy and vice versa.

 Describe and define mechanical energy Describe and define work Recognize when work is being done on an object Describe the transformation between 	 Explain mechanical energy (the amount of energy transferred when an object is moved equal to the work done on the object). Represent work and energy transfers in a diagram. Contrast the everyday meaning of "work" with the more precise scientific meaning. 	• Create and evaluate the work being done on an object using the appropriate equations.
potential and kinetic energy in simple mechanical systems (ie pendulums, roller coasters, ski lifts)	 Calculate the amount of work done on an object that is moved from one position to another. Compare work done in different situations. Explain instances of energy transfer by waves and objects in everyday activities (ie why it hurts when you are hit by a baseball) Calculate the changes in kinetic and potential energy in simple mechanical systems (ie pendulums, roller coasters, ski lifts) using the formulas for kinetic energy and potential energy. 	

<u>Competency 8</u>: Electrical Charges – The student will be able to describe how all objects are composed of electrical charges. The electric and magnetic forces are the result of the strength and motion of charges. Most interactions in everyday life (other than gravity) are the result of electric and magnetic forces.

<u>In other words...</u> Students can investigate static electric charges and the forces between them using balloons as an example. Students can understand and critique technological solutions to problems involving electric charges, such as the need for computer technicians to ground themselves when working with electrically sensitive computer parts.

• Define and describe electrical charges.	• Explain how an electrical charge is produced.	• Provide examples that illustrate the importance of the electric force in
 Define and describe electrical and magnetic forces Describe the relationship between electricity and magnetism Describe an everyday application of electric and magnetic forces Identify the forces acting between objects in "direct contact" or at a distance. 	 Summarize the characteristics of electrical and magnetic forces. Explain how electricity and magnetism are related. Explain why scientists can ignore the gravitational force when measuring the net force between two electrons. Explain how an object acquires an excess static charge (ie how your hair is affected by pulling off a wool cap) Explain why an attractive force results from bringing a charged object near a neutral object (electrostatic induction) 	 everyday life. Create and predict how the electric force between charged objects varies when the distance between them and/or the magnitude of charges change (use Coulomb's Law). Draw the redistribution of electric charges on a neutral object when a charged object is brought near.

In other words Students wi current, and resistance.	Il build simple series and parallel circuits to inv	vestigate the relationships between voltage
 Describe how electricity is used to transfer energy and do work. Describe conditions that create current in an electric circuit Define power in electric circuits Define electric current and the ampere Define resistance, voltage, and current and describe Ohm's Law Identify complete circuits, open circuits, and short circuits and explain the reasons for the classification. 	 Explain how the interaction of electric and magnetic forces is the basis for electric motors, generators, and the production of electromagnetic waves. Apply Ohm's Law to identify basic characteristics of a circuit Explain current flow in an electrical circuit. Explain how circuit breakers and fuses protect household appliances. Compare the currents, voltages, and power in parallel and series circuits. Calculate the amount of work done when a charge moves through a potential difference (V). Explain the difference between electric power and electric energy Compare the energy used in one day by common household appliances (ie refrigerator, lamps, hair dryer, toaster, televisions, music players) 	Create an electrical device with an on and off switch.

medium that move from source electromagnetic waves which	chanical / Electrical) – The student will explain mechanic e to receiver, conveying energy). The student will describe ransfer energy and information from place to place withou	e the characteristics of a material medium, and
visible light is a form of electro	omagnetic radiation. All electromagnetic waves move at the	he speed of light in a vacuum.
In other words Students ca changing variables, and predic	n use Slinkies to study both transverse and compression wa ting results and students will know all about electromagnet	aves and interference patterns, tic waves!
 Describe and define mechanical waves in terms of wavelength, amplitude, frequency, and speed. Describe what is required for a mechanical wave to travel Describe how mechanical waves transfer energy Describe how two wave pulses (propagated from opposite ends of a demonstration spring) interact as they meet. Describe and define electromagnetic radiation and electromagnetic waves 	 Summarize the relationships between wavelength, frequency, and speed of a wave. Compare and contrast transverse and compression (longitudinal) waves in terms of wavelength, amplitude, and frequency. Explain instances of energy transfer by waves and objects in everyday activities (ie why the ground gets warm during the day, how you hear a distant sound) Identify everyday examples of transverse and compression (longitudinal) waves. Calculate the amount of energy transferred by transverse or compression waves of different amplitudes and frequencies (ie seismic waves) Explain why everyone in a classroom can hear one person speaking, but why an amplification system is often used in the rear of a large concert auditorium. List and analyze everyday examples that demonstrate the interference characteristics of waves (ie dead spots in an auditorium, whispering galleries, colors in a CD, beetle wings) Explain the properties of waves based on their frequency, wavelength, and location on the electromagnetic spectrum. Explain the practical applications of different types of waves (radio, microwave, infrared, visible light, ultraviolet, x-rays, and gamma rays) Explain why radio waves can travel through space, but sound waves cannot. 	 Predict characteristics of a wave you create (wavelength, frequency, and speed) using mathematical relationships. Demonstrate that frequency and wavelength of a wave are inversely proportional in a given medium. Analyze and evaluate the practical applications of different types of waves and their effects on society. Explain the relationship between the frequency of an electromagnetic wave and its technological uses. Create and draw ray diagrams to indicate how light reflects off objects or refracts through transparent media. Predict the path of reflected light from flat, curved, or rough surfaces (ie flat and curved mirrors, painted walls, paper)

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2.0 The student will:	3.0 The student will:	4.0 The student will:
The student win.	Earth and Space Science	
<u>Competency 1</u> : Organizing Principles and features are the result of the transfer	of Earth Science - The student understa of energy and matter through interconne	nds that the Earth's processes, events cted Earth systems.
In other words How are the Earth's s	systems related to each other? How do cl	nanges in one system affect the others?
 Define and describe the four spheres of the Earth (hydrosphere, geosphere, atmosphere, biosphere) Recognize how the four spheres of the Earth interact (hydrosphere, geosphere, atmosphere, biosphere) Recognize that the Earth's processes, events, and features are the result of the complex interactions between the hydrosphere, geosphere, atmosphere, and biosphere. 	 Explain how the hydrosphere, geosphere, atmosphere, and biosphere interact with one another in Earth's processes Explain how humans can affect each sphere of the Earth 	 Predict how changes in one sphere can affect another Evaluate the effects of human action on the interaction between each sphere
the processes/conditions that formed eac		
In other words What type of rock are transform into another rock?	e you looking at, and how was it formed?	How long does it take for a rock to
 Recognize the rock cycle Identify the types of rocks: igneous, sedimentary, and metamorphic Describe how each type of rock is formed Describe how each type of rock can be transformed in the Identify all rock forming processes (melting, crystallization, metamorphism, deposition, compaction/cementation) 	 Summarize the key steps in each rock forming process Summarize the conditions needed for each rock forming process 	 Evaluate the overall time scale of rock forming process Analyze the connection that rock forming processes have to Earth's processes, events, and features such as weather, natural disasters, and geological formations
<u>Competency 3</u> : Earthquakes and Earthquakes and will be able to explain how so	th's Interior - The student can describe t cientists determined these characteristics.	he characteristics of each of the Earth's
In other words What does the Earth'	s interior consist of and how do we know	/?
 Identify the layers of the Earth's interior Describe the characteristics of each layer Describe the procedures scientists used to determine these characteristics Recognize the importance of Earth's molten core and convective interior to Earth's sustainability Define: mechanical waves, fault line, epicenter, triangulation 	 Explain what causes earthquakes Summarize what the components of each layer are Explain how earthquake shock waves travel Explain how the epicenter of an earthquake is determined Explain the importance of Earth's molten core and convective interior to Earth's sustainability 	 Evaluate how the composition of each of the Earth's affects the travel of an earthquake's shock waves Analyze the processes that scientists use to determine the each layer's characteristics Evaluate the importance of Earth's interior to Earth's sustainability by comparing it to planets that lack a molten core and convective interior

<u>Competency 4</u>: Plate Tectonics and Volcanoes - The student can describe the theory of plate tectonics explains earthquakes, volcanoes, ocean bathymetry and geomorphology.

<u>In other words...</u> How do the many sections of the Earth's crust move, and what are the effects of their movements? What drives their movement? Where are he epicenters of the movement?

ands that the application of age dating techniques interpretation of Earth history and biological
 the geologic time scale. P How do we figure out the age of a fossil or rock? g techniques Analyze the overall geological time scale by considering the age of the Earth and its vast prehistoric history

contact metamorphism)

<u>Competency 6</u>: Weather - The student can identify the characteristics of basic weather patterns/formations, and explain that weather is the result of the Earth's rotation and the uneven heating of the Earth's surface.

<u>In other words...</u> How does the weatherman determine the weather? What drives weather patterns? Where does wind come from? Why does Michigan have such crazy weather?

 Identify and describe weather patterns and formations Describe how the Earth's rotation and the uneven heating of the Earth affect weather patterns/formations Define: weather, air mass, low pressure system, high pressure system, cold fronts, warm fronts, stationary fronts, occluded fronts Recognize the characteristics each type of air mass: maritime, continental, polar, tropical 	 Explain how high and low pressure systems affect weather patterns/formations Explain how air masses obtain their characteristics Explain the weather patterns/formations found at each type of front considering the pressure system and air masses involved Explain how the Coriolis effect affects weather patterns/formations 	 Analyze weather maps and predict the type of weather you should expect Evaluate the impact that weather has on sustaining the Earth
Competency 7: Climate - The student	understands that the Earth's regional clim	ates are governed by the transference of
thermal energy and matter (mainly wate	r) between the ocean and atmosphere.	
In other words What is climate? W	nat determines a regions climate?	
 Describe how climate is different from weather Explain why different regions have different climates Recognize the effect that oceans and the atmosphere have on climate Define: tropical, arid, temperate, cold, polar 	 Explain the difference between climate and weather Summarize the specific factors that determine a region's climate Explain how thermal energy (from the Sun) and bodies of water affect a region's climate 	 Predict a region's climate based on environmental characteristics Analyze how climate affects weather
<u>Competency 8</u> : Climate Change - The change based on climate change models	student can explain the causes and predic	t the potential impact of global climate
In other words What is climate chan	ge? What causes climate change?	
 Recognize how often climate has changed throughout Earth's history Recognize the key factors that drive climate change Define: climate change, global warming, pollution, greenhouse gases, the greenhouse effect, particulate, chlorofluorocarbons 	 Explain the causes of climate changes Explain the involvement of human action on climate change Explain the impact that climate change has on society 	Analyze and evaluate the human involvement in climate change

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<u>Competency 9</u>: Hydrogeology - The st hydrosphere and the impact created by h	udent understands the dynamics and inter numan activity.	connectedness of the components of the
	water systems clean and safe? How do h	umans affect these conditions?
 Identify and describe the hydrosphere Describe how water sources are interconnected Describe how human actions impact water sources and recognize the implications of those actions on the environment Define: fresh water, salt water, water shed, water table, runoff 	 Explain the water cycle Explain the impacts of the hydrosphere on humans Explain how humans impact the components of the water cycle 	Evaluate the interdependency between the biosphere and hydrosphere
upon an understanding of natural hazard	ds that protecting the human interests of h s and human impact on Earth systems.	
lifestyles?	innent affect nuthans? why is a hearing e	nvironment important for safe numan
 Recognize and describe how humans affect the environment Recognize that the Earth's resources are limited Define: natural resources, abundance, scarcity, renewable energy, sustainability 	 Explain the interconnectedness between humans and their environmental surroundings Explain why natural resources are limited 	 Evaluate the consequences of a human actions on the environment Analyze how the availability of natural resources influences our economy
Competency 11: Cosmology and Earth	h's Place in the Universe - The student us the position and motion of the Earth with	
In other words How has/do events or dictate these interactions?	utside of the Earth's atmosphere affect the	e Earth? How does our position in space
 Describe interactions between space/universe and Earth Recognize Earth's place in the universe Describe how the motion of objects in our solar system can be predicted Define: planet, terrestrial planets, gas giant planets, solar system, galaxy, universe, gravity, tides, asteroids 	 Explain how the Earth can be influenced by other objects in the solar system Explain why objects orbit around stars and planets Explain how scientists predict stellar events (e.g. eclipses, meteor showers, comets, planetary alignments) 	 Analyze and evaluate the Earth's place in the solar system, galaxy, and universe Evaluate the chances of a large asteroid colliding with the Earth

<u>Competency 12</u>: The Sun and Other Stars - The student understands that solar energy originates by nuclear fusion in the Sun and has profound effects on Earth' systems.

In other words... What makes the Sun shine? How does the Sun provide almost all the energy on our planet? How does solar energy affect Earth's systems? Describe nuclear fusion Explain how the Sun produces Differentiate between fusion and . . . energy through nuclear fusion fission, and how they contribute to the formation of solar energy Recognize how solar energy is ۵ Explain how solar energy is transferred to the Earth transferred to Earth Describe the effects that solar Explain how solar energy affects . Evaluate and analyze the levels of . Earth's systems (weather, climate, solar energy that reach the Earth's energy has on Earth's systems surface and its influence on Define: nuclear fission, nuclear life) ٥ climate and weather fusion, solar energy, electromagnetic radiation Competency 13: Dynamic Planet - The student understands the dynamic nature of the Earth's surface due to weathering/erosion/deposition, climate change, tectonic plate activity, volcanic activity, and glacial activity. In other words... How is the Earth's surface always changing? What causes the Earth's surface to always change? Why is the Earth's surface changing? Recognize that the Earth's surface Explain how weathering, erosion, Evaluate the effect of Earth's . . . is ever-changing (dynamic) climate change, tectonic plate dynamic nature on society Define: dynamic. glacier. activity, volcanic activity, and 0 weathering, erosion, deposition, glacial activity continually shape the Earth's surface climate change, tectonic plate activity, volcanic activity, glacial activity

SOCIAL STUDIES

3.0	4.0
	The student will:
 Discuss the essential aspects of different government structures, including who has power and who makes decisions Explain the purpose of citizenship and its importance in different governments, including the rights and responsibilities of citizens in a given society Summarize the purpose of government, including why it is created and how it is enforced Explain the role in influence of politics in government and citizenship 	 Analyze the essential aspects of different government structures, including who has power and who makes decisions, and whether those roles/powers are just Evaluate the purpose and function of citizenship and its importance in different governments, including the rights and responsibilities of citizens Analyze the purpose of government, including why it is created and how it is enforced, and what makes governments endure Evaluate the role and influence of politics in the formation and function of government and citizenship
ted States government come to be? What pha ow now? How effective is our government's s	uses of trial and error were there in structure now? Which documents are still
 Compare and contrast the reasons why the Dec.of Indep., Articles of Confed., US Constitution, and Bill of Rights were created with how they are implemented and applied today Summarize the changes in history that lead to each major shift in American history associated with each formative document (Dec. of Indep., Articles of Confed., Constitution and Bill of Rights) Explain the role (good or bad) of five core American values in current 	 Analyze the development and historical significance of the Dec. of Indep., Articles of Confed., the US Constitution and the Bill of Rights, specifically their practical meaning and role in today's society Evaluate the presence and role of at six of the core American values in the foundational documents in American history Analyze the role (good or bad) of six core American values in current American society
	 The student will: Civics The student will analyze the roles of both ciracteristics used to define and limit government at nations organize themselves in different watchure? How are the powers of government structures, including who has power and who makes decisions Explain the purpose of citizenship and its importance in different governments, including the rights and responsibilities of citizens in a given society Summarize the purpose of government, including why it is created and how it is enforced Explain the role in influence of politics in government and citizenship merican Democracy - The student will analyte Declaration of Independence, Articles of Cederalism in the United States, from the 18th tied States government come to be? What phere on wow? How effective is our government's stuals that have impacted what America has be Compare and contrast the reasons why the Dec.of Indep., Articles of Confed., US Constitution, and Bill of Rights were created with how they are implemented and applied today Summarize the changes in history that lead to each major shift in American history associated with each formative document (Dec. of Indep., Articles of Confed., Constitution and Bill of Rights) Explain the role (good or bad) of five

Rights)	(Dec. of Indep., Articles of Confed., Constitution and Bill of Rights)
.	Constitution and Bill of Rights)	

<u>Competency 3</u>: Structures of Government - The student will explain the organization and structure of the United States government, including how it is organized at various levels (federal, state, local), and how each of those levels is organized in branches (legislative, executive, judicial.) The student will identify roles of each branch at each level, as well as the various agencies and departments associated with each, paying particular attention to how different government institutions and individuals work together and balance each others power.

<u>In other words...</u> How is the US government organized? How well does its structure facilitate its function? Who has the most power? Which branch of the government is responsible for each different task? Why are there different levels of government, and what do they do differently? Why is the government so big, with so many people working for it?

 of the federal j Define the role responsibilitie executive, and Recall the che that each bran. Describe the h different levels Recognize the roles & respongovernment at local levels Identify agenc divisions with 	es and s of the legislative, judicial branches cks and balances ch has on the other ierarchy of the s of government differences in the issibilities of the federal, state, and ies, committees, and	government has the structure it does, and how it uses that structure to fulfill it's purpose Compare & contrast the roles and responsibilities of the legislative, executive, and judicial branches	 Analyze the structure of the federal government, and whether it's current organization suits the purpose, tasks and roles that the government needs to fulfill Critique the powers exercised by the legislative, executive, and judicial branches Evaluate the federal system of checks and balances, including the system's ability to achieve its purpose/goals Evaluate the hierarchy of federal, state, and local government, and whether the current power structure meets to the needs of the nation Analyze the division of powers amongst the federal, state, and local levels of government and whether these powers are adequately distributed Evaluate the role and influence of various agencies, committees, and divisions within each branch of the government
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<u>Competency 4</u>: Elections - The student will analyze the process of elections in the United States, including the history and role of political parties in elections, the purpose and function of the Electoral College, an analysis of the campaign process, the role of the media in elections, and how public opinion is formulated and influenced.

<u>In other words...</u> We have elections every four years – but why? How are they run, are the successful in choosing the target elected official? What is the Electoral College – does it work? What role does the media play in the election process? Whose responsibility is it to be informed, and how should the public receive the information that they need to know?

 Describe how the Electoral College works Describe the creation of the major political parties and their evolution and influence over the last two centuries Identify key elements of a typical American campaign for president Recall what PACs, interest groups, and lobbyists are and how they impact elections and politics Describe how public opinion is formed and influenced Identify the role individuals could take to get involved in the political process. 	 of the major political parties from their inception through today Explain how presidential candidates campaign for office in the United States Compare and contrast how PACs, lobbyists and interest groups impact elections and politics Explain the factors involved in the formation and influence of public 	 Evaluate whether or not the Electoral College is an effective system to choose a president Analyze the development of the major political parties from the initial impact in American society to their influence today Analyze the current process of presidential campaigning for office in America, considering the ability of campaigns to helps voters understand party priorities and platforms Evaluate the impact of PACs, interest groups, and lobbyists on elections, politics, and voters Analyze the forces that help to shape and impact public opinion, and what that means to campaigns and election outcomes Evaluate whether the thoughts, opinions and actions of citizens impact the political process in significant ways.
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<u>Competency 5</u>: Policy - The student will analyze the former and current states of American domestic and foreign policy, considering how policy is formulated, changed, and influenced. The student will analyze the global impact of the policy decisions that America makes, and consider the future of American policy formation.

<u>In other words...</u> How does the US make decisions for itself when it comes to domestic issues like immigration, the economy, and health care? What about when it needs to make decisions about foreign relations? Who makes these decisions, and who makes sure they are followed?

Competency 6: Active Citizenship - The student will de the meaning of and controversies surrounding AmericanIn other wordsWhat does it mean to be a responsible do you get to do as a citizen, and what do you have to do	 Analyze the current action of the US on social and political <u>foreign</u> policy, exploring perspectives on the how the US is currently them Analyze the current action of the US on social and political <u>foreign</u> policy, including opinions for and against the current actions
 responsibilities of US citizens Identify ways that citizens can (and potentially should) inform themselves what's going on in their community on local, national, and global scales Identify ways that citizens can get involved in their government and community Define apathy and indifference, and describe the responsibility citizens have in overcoming each as it relates to their role as citizens 	 citizenship. , informed, and participating citizen in American society? What as a citizen? d contrast the rights to bilities of US citizens it is important for n what's going on in nity on local, national, cales, and how they can Analyze the differences between the rights and responsibilities that US citizens Produce a guide for the ways citizens can become and remain informed about what's going on in

2.0 The student will:	3.0 The student will:	4.0 The student will:
	Economics	
	prces - The student will explain how econo ing, using, and allocating resources to sup	
 their business in order to be successful? between comparative and absolute advate Define the three basic economic questions, and identify who needs to answer these questions Describe what scarcity is and how it impacts decisions made in the marketplace Define what opportunity cost is and how it impacts decision making in the marketplace Distinguish between absolute and comparative advantage, and how they impact decision making in the marketplace 	 Explain the motivations for answering the three basic economic questions, and the importance for producers to answer these questions Explain how scarcity impacts decisions and prices for both producers and consumers Summarize the connection between opportunity cost and decision making in the marketplace Apply an understanding of absolute and comparative advantage to explain how they influence producers' decision making in the marketplace 	 Evaluate the significance of the three basic questions of economics and the importance of answering them in any economic systems Analyze the impact of scarcity on prices and decision making for both producers and consumers Evaluate the connection between opportunity cost and decision making in the marketplace Analyze how decisions are made based on absolute and comparative advantage, and if truly efficient and 'best' decisions are made through this comparison
the role of price in the market, and the r In other words In what ways are large	on - The student will analyze the function elationship of investments to productivity ge corporations different than small busine successful, and makes money? How do bu yth and productivity?	and growth in competitive markets. esses? How are these differences
 Define the three distinct business structures and advantages and disadvantages of each Describe how various changes (availability of goods, competition, etc.) in marketplace impact prices Recall why investments to productivity are necessary, including how they are made and the consequences of them Recall why investments to growth are necessary, how they are made, and the consequences of them 	 Explain the distinctions between the three distinct business structure and why an individual may choose to form one type of business over another Summarize how consumers and producers use information about prices (availability of goods, competition, etc.) while participating in the marketplace Explain why producers should make investments to productivity and growth, how they make those investments, and the consequences of them 	 Analyze the process a business uses to decide which structure they will use and the costs & benefits of each type of structure Evaluate how prices are set in competitive markets, changes that can impact those prices (availability of goods, competition. etc.) and whether or not this is fair to producers and consumers Predict how investments can improve the productivity of businesses and help them grow, what is considered when making these investments, and the pros & cons of those investments

<u>Competency 3:</u> Supply & Demand - The student will compare the role of supply and demand in the marketplace through examining the laws of supply and demand, price setting, equilibrium, and elasticity.

<u>In other words...</u> How do producers decide how much to make, and how do consumers decide how much to buy? How are prices set? Why do the prices for some items change a lot, but not change for others?

 Identify how the laws of supply and demand impact producers and consumers Identify and describe how the 	 Explain the role of the laws of supply and demand in the choices of consumers & producers Compare how the purchasing 	Evaluate how consumers make decisions about their consumption, including defining associated law of demand
purchasing habits of consumers are represented in a table and graph	habits of consumers are represented in a table and graph to	Analyze how suppliers make decisions about their production, including defining and explaining
• Recall how the producing habits of suppliers are represented in a table and graph	how the producing habits of suppliers are represented in a table and graph	the associated law of supplyProduce a graph and table to
 Identify what equilibrium is, how it is determined, and how it impacts consumers and producers 	• Explain how the interaction of the laws of supply and demand lead to equilibrium & price setting	 illustrate the purchasing habits of consumers Produce a graph and table to
Recognize what non-price determinants are and how they impact choices	• Interpret the role of non-price determinants in choices, and how they change the location of a curve	 illustrate the production habits of suppliers Evaluate the ability of markets to
Describe how the prices of different items are elastic and	on a graph • Explain the role of incentives in	set equilibrium prices, and whether or not those prices are best and fair
inelastic, in terms of supply and demand	 production and consumption Summarize the meaning and impact of electricity on supply and 	Analyze how price and non-price determinants impact production and consumption
 Identify incentives that producers and consumers have to behave in certain ways 	impact of elasticity on supply and demand	 Evaluate the role of incentives in production and consumption Analyze the importance of
		elasticity to producers and consumers

<u>Competency 4</u>: Government Role in the Economy - The student will analyze the role of businesses and nations in trade agreements, including restrictions and barriers to trade, incentives to trade, and the short-and long-term risks and benefits of engaging in a trade relationship.

<u>In other words...</u> Why do nations trade? What do they gain from trade? What do they risk? What are the long-term consequences (good or bad) of trade on nations – and why are those different for different nations?

 Describe why nation are motivated to trade Identify what nations gain by participating in trade relationships Identify the risks and benefits of trade Describe the measures that governments take to protect domestic producers 	 Explain the various reasons that nations would be motivated to trade with some nations, but not with others Summarize what nations gain by participating in trade relationships Compare and contrast the risks and benefits of trade Explain the different measures that governments can take to protect domestic producers. 	 Evaluate the validity of motivations and dis-incentives that nations have to trade with other nations, and when they do or do not gain from participating in trade relationships Analyze the risks and benefits of trade, including who is impacted most by trade Evaluate the various measures that governments can take to protect domestic producers and whether or not they effectively reach their goals.
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<u>Competency 5</u>: Taxation & Regulations - The student will analyze the impact that government regulations in taxation and spending have on individual, small business, and government consumption.

<u>In other words...</u> What role does the government play in your personal economy – including taxation, regulations, and protections? What is the government responsible for, and what are individuals responsible for when it comes to raising and spending money for the country?

 Describe how governments collect funds using different tax structures Identify how governments determine how funds collected through taxes should be allocated to various programs and departments Describe how the government's use of taxation and spending can protect or harm individuals and small businesses Discuss various opinions surrounding the government's authority to tax citizens 	 Explain why taxes are/are not necessary to collect funds and how different tax structures work for different government entities Explain how governments determine the ways in which they will allocate funds, and whether those systems are well designed and implemented Compare the consequences (good and bad) in government intervention of the collection and redistribution of funds, specifically as it relates to individuals and small businesses Compare and contrast opinions regarding the government's authority to tax citizens 	 Evaluate various tax structures and determine which is best based on a system of qualifications and standards Analyze how governments allocate funds collected by taxation and whether these systems of distribution are 'fair' or not Predict how governments could restructure to improve the collection and reallocation of funds Analyze the impact (positive and negative) of government intervention in collection and spending of funds on individuals and small businesses Evaluate, based the US Constitution and precedent, the government's authority in taxing citizens
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<u>Competency 6</u>: Macroeconomic Goals - The student will evaluate the macroeconomic goals of nations and their ability to grow and stabilize nations. Students will evaluate how economic health and stability are measured in the through analysis of various factors (i.e., unemployment, inflation, interest rates, GDP, the business cycle, the Federal Reserve, etc.)

<u>In other words...</u> What economic goals do nations set? Why do they set these goals, and what steps do they take to reach them? How are consumers impacted by the decisions that the government makes? What does unemployment mean? How is the wealth of the nation and the value of money determined? When and why does it change?

 Identify the three macroeconomic goals of the US government Describe ways that the government seek to meet the macroeconomic goals of the US are, and why they are good goals for a nation to pursue Explain how unemployment is measured and reported Recall the structure and function of the business cycle Recall the function and purpose of the circular flow model Recognize the role of interest rates and inflation in controlling a nation's economic growth Identify the roles and functions of the Federal Reserve in the United States Apply knowledge of how the circular flow model works to explain how changes in various elements of the cycle impact the entire cycle Compare the impact of inflation on the health of the economy Summarize why the Federal Reserve exists, including how it works and impacts the functioning of the economy. 	 Evaluate the structure and various elements of the circular flow model, and whether or not the flow of the economy is successfully represented by this model Propose potential remedies to the problems of high unemployment, instable prices, and slow economic growth Infer the influence that changes to interest rates and inflation have on
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<u>Competency 7</u>: Economic Systems - The student will explain how various economic systems (including market, traditional command, and mixed systems) coordinate, facilitate, and limit the exchange, production, distribution, and consumption of goods and services

<u>In other words...</u> Why don't all economies work like America's? How does the world economy work when different nations are run different ways? How do nations work with each other to mutually achieve their economic goals?

 Identify and describe the major economic systems used around the world Describe how different economic systems communicate and work together in order to facilitate trade Identify nations (or groups) that exemplify the positive and negative aspects of each economic system 	Compare and contrast the major economic systems around the world Explain how different economic systems are able to interact in mutually beneficial ways despite their differences Provide an example of each economic type and summarize how each system works in practice	 Critique each of the different major economic systems used around the world Evaluate how well different economies are able to interact and exchange goods and services despite their differences in structure, ideology, and goals Produce a list of examples of nations or groups that ascribe to each different economic system, and the costs/benefits that they experience under that system
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<u>Competency 8</u>: Global Economy - The student will examine the global stratification of wealth through analyzing the standards used to categorize nations as developed, under developed, and developing (i.e. unemployment, GDP, literacy rates, etc.) and determine whether not these standards are valid. Additionally, the student will analyze what steps a nation could take in order to grow and improve their economy.

<u>In other words...</u> Why are some nations considered developed, and others are considered underdeveloped? What qualifies a nation as developed or underdeveloped? What do nations have to do in order to move along the "developing" scale? How does a nation grow and improve their economy? What organizations exist that can help nations to grow?

 Describe on what characteristics nations are classified as developed, developing, and under developed and what that indicates for the people living in those nations Identify ways in which developing and underdeveloped nations can improve their economies Define the role of international organizations in the development of economies around the world. 	 Explain how nations are classified as developed, developing, and under developed and summarize the consequences of that classification for the people living in those nations Explain how the wealth and health of a nation is measured using factors such as GDP, population statistics and natural resource availability Propose ways in which developing and underdeveloped nations can improve their economies Summarize the role of international organizations in the development of economies around the world. 	 Evaluate whether or not the classifications of nations as developed, developing and under developed is just and accurate, and the system used to make those classifications Analyze how nations are classified as 'healthy' or not, and whether those evaluations are just and accurate Create a plan for how a developed or underdeveloped nation could improve their economy based on different aspects Evaluate the impact of international organizations in the development of economies around the world Infer which nations are the best off around the world, based on the positive and negative aspects of the economic system as well as the health and wealth of their nation (as examined through GDP, population, natural resources, etc.)
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2.0 The student will:	3.0 The student will:	4.0 The student will:
	US History & Geography	
examine their role in the evolution of the	ca - The student will analyze the core den e United States from the Declaration of In . Constitution as a 'living, working docum	dependence to the Civil War. The
you think the same values are still impor	t its start? Considering the core democrati stant? Discuss how the Constitution influe vil War, and how it was changed around the	nced the growth of America from the
 Identify the core democratic values of American society, including their origin as well as their presence in current American life Describe the major changes to the US Constitution and the organization of the nation from it's birth through the Civil War, considering specifically the social, political, and economic changes Describe the role of the Constitution in present-day America 	 Explain the role of core democratic values in American society, tracing their origin as well as their evolution to values that we maintain in current society Summarize the major changes in the US Constitution and the organization of the nation from it's birth to the Civil War, considering specifically the social, political, and economic changes Compare and contrast the role and importance of the Constitution when it was written and in the first century of America to its role in present day America 	 Analyze the role of core democratic values in American society, considering the role of those values in the birth and development of the early nation, as well as their role in current society Analyze the major changes in the US Constitution from it's birth through the Civil War, considering specifically the social political, and economic changes Critique the US government's current adherence to the US Constitution, and the role that it plays in current American society Predict what major changes could be on the horizon for the Constitution, based on the changes that have happened over the last two-and-a-half centuries

<u>Competency 2</u>: Industrial Revolution - The student will analyze the development of the United States during the Industrial Revolution through exploring the causes and consequences of industrialization and urbanization, as well as examining the developments in transportation and immigration during the same time period. (1870-1920)

<u>In other words...</u> The Industrial Revolution changed pretty much everything in America. In terms of industrialization, urbanization, immigration, and transportation – how did America change after the Civil War? What are the long-term consequences of those developments? Was the nation better or worse off after the Industrial Revolution? In what ways?

 Identify the common characteristics of revolutions Describe the process of industrialization, referencing the major innovations and impacts that industrialization had on America during the Industrial Revolution (IR) Define urbanization, and discuss the implications that the process had on American during the IR Describe immigration in America during the IR, including centers of population concentration and the motivation of immigrants to come to America during this time Identify innovations to transportation during the IR, referencing major innovations of the time period 	 Develop a set of common characteristics of revolutions by comparing and contrasting past revolutions in America (1776) and Europe (Russian, Dominican, French) Explain the process of industrialization, using the major innovations and impacts that industrialization had on America during the Industrial Revolution (IR) as evidence Explain urbanization, incorporating the implications that the process had on American during the IR Compare immigration in America during the IR Compare immigration in America during the IR to patterns of immigration from before the IR, referencing centers of population concentration and the motivation of immigrants to come to America Summarize innovations to transportation during the IR, referencing major innovations of the era 	 Evaluate the accuracy of calling the Industrial Revolution (IR) a revolution, based on common characteristics of revolutions set by comparing past American and European Revolutions Analyze the development of America through the following lenses, considering what specifically changed in each dimension and which had the largest impact on the growth and progress of the nation: <u>Industrialization</u> <u>Urbanization</u> <u>Immigration</u> <u>Transportation</u> Evaluate the consequences of the changes that occurred in this time period based on each of the four areas above collectively. Critique these changes by forming an opinion on whether or not the changes were positive or not for the nation as a whole.
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<u>Competency 3</u>: Imperialism & Progressive Era - The student will examine the development of the United States as a world power during the first part of the 20th century through <u>social</u>, <u>economic</u>, and <u>political</u> lenses by examining the United States as an imperial power, as well as the social developments of the United States during the Progressive Era. (1900-1925)

<u>In other words...</u> How did the United States become the "most powerful nation in the world"? What choices did the nation make – politically, economically, and socially– that helped it to gain power, prestige, and influence globally, in the first few decades of the 1900's? What land did the US take over, and how? What were the social trends of the Progressive era? What was the economy like leading up to the 1920's?

 Identify the <u>social</u> changes in society that resulted from the Progressive era and its reform movements Identify the <u>economic</u> changes in society that resulted from the Progressive era and its reform movements Identify the changes in American <u>politics</u> that resulted from the Progressive era and its reform movements 	 Summarize the social changes in society that resulted from the Progressive era and its reform movements Summarize the economic changes in society that resulted from the Progressive era and its reform movements Summarize the changes in American politics that resulted from the Progressive era and its reform movements Compare and contrast the social, economic, and political changes of the Progressive era, deciding which had the largest impact on society 	 Evaluate the social, economic, and political costs and benefits that America experienced as a result of the changes in society during the Progressive era Critique the changes that resulted from reform movements and evaluate which movement had the largest impact on American society
In other words How did World Wa	 trength of the US and its citizens. (1910- the iter of the United States to be considently. Explain the evolution of American Imperialism, including the territorial acquisitions and wars of the 20th century Explain the causes of World War I (WWI) Explain how, when, and why the 	ered as a super power? What happened
 Describe the overall progression of the war, including key battles and events during the course of 	 United States got involved in WWI Summarize the overall 	 Evaluate the course of WWI, paying particular attention to key battles and events

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<u>Competency 5</u>: Great Depression - The student will analyze the changes in the United States during the 1920s, specifically the changes that resulted from World War I and what lead to the Great Depression at the end of the decade. The student will examine how American life was impacted economically, socially, and politically, and the influence that these changes had on the world. (1918-1929)

<u>In other words...</u> How did the US change after WWI? What major changes were there to social, political, and economic lifestyles? What changed about how people interacted with families, employers, and their communities? How did these aspects of life differ at the end of WWI from the beginning of the Great Depression?

 Identify the social, political, and economic climate of the US during the Roaring Twenties Describe consumer habits during the 1920s, including the use of credit, over consumption, and investments in the stock market Describe why the Stock Market crashed in 1929 and how Americans reacted Recognize actions of Presidents Hoover and Roosevelt to help the nation recover & rebuild Identify the 3 R's of Roosevelt's reform plan, including examples of each 	 Compare and contrast the social, political, and economic climate of the US between World War I and the climate in the same areas during the Roaring Twenties Summarize consumer habits during the 1920s, including the use of credit, over consumption, and investments in the stock market Explain the Stock Market Crash of 1929 by discussing the causes of the crisis as well as the weeks surrounding Black Tuesday Summarize the actions of Presidents Hoover and Roosevelt to help the nation recover & rebuild Compare and contrast the impact of different programs that resulted from Roosevelt's 3 R's, including and explanation of the plan 	 Analyze how the changes in the social, political, and economic climates of the US during WWI and the Roaring Twenties set the stage for a Depression Critique consumer habits (use of credit, over consumption, investments in the stock market) during the 1920s and their impact on the crisis at the end of the decade Analyze why/how the Stock Market Crash of 1929 happened and whether or not it was avoidable Evaluate how the actions of Presidents Hoover and Roosevelt impacted the nation's plans to recover & rebuild, Evaluate the impact of the programs created through Roosevelt's 3 R's plan
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<u>Competency 6</u>: World War II - The student will evaluate global tensions after World War I and explain why the measures taken to prevent future conflict were not enough to prevent World War II. Students will explain the cause, course, and end of World War II, specifically focusing on the US's varying degrees of involvement throughout the conflict and social impacts of the war both at home and around the world. (1935-1945)

<u>In other words...</u> Why did a second world war happen just twenty years after the first one – why didn't the measures taken to prevent war work? What factors lead to a second global crisis and how did the crisis evolve? What caused the US to get involved, and what ultimately lead to peace? What were the major operations of the war, and how did they impact the outcome of and course of the war? How did American life change at home as a result of the war?

s i i i i i i i i i i i i i	dentify major leaders on both bides of WWII including how hey got to power Describe why efforts to prevent a second world war were insuccessful Identify how nations aligned with each side of the war Recognize what motivated American to get involved and itay involved in the war Describe the role/purpose of apanese internment camps & ewish concentration camps in he war Describe how different people soldiers, wives, mothers, shildren, friends, enemies) were impacted by war Describe the course of WWII, paying special attention major military operations and	 Explain the rise in power of major leaders of WWII and their influence throughout the war Explain why efforts to prevent a second world war were unsuccessful Explain why particular nations aligned with each side of the war Explain what motivated American to get involved and stay involved in the war, Summarize the role/purpose of Japanese internment camps & Jewish concentration camps in the war Explain how different people (soldiers, wives, mothers, children, friends, enemies) were impacted by war Summarize the course of WWII, paying special attention to the major military operations and 	in an Ev pro the Ar wa na wa e Ev wa ch inv V a ch inv V a ch inv Ev wa ch inv Ev v bo for for for for for for for for for fo	valuate the role of Americans in the ar, including the motivations for the anges that happened in that volvement throughout halyze the role of detention camps apanese internment camps & wish concentration camps) in the ar, including the their impact during d after the war valuate how the war was fought at me in America while it was being ught overseas considering the
 I P n 0 0 1 1	Describe the course of WWII, aying special attention major	• Summarize the course of WWII, paying special attention to the	 Events hoof out im firite support of the support of the	valuate how the war was fought at me in America while it was being

<u>Competency 7</u>: Cold War - The student will analyze the United States' role and influence in the Cold War, specifically the involvement and influence in proxy wars, the space & arms races, the struggle between communism and capitalism, and the social implications (at home and abroad) of the conflict. (1945-1989)

In other words... What did post-WWII life look like? How did the nation react politically, socially, and economically to the end of another war? What conflicts comprised the Cold War – and can it really be called a war? How was the US involved in the conflict, and how was it resolved? How did citizens respond to the conflict and fear associated with it?

 Identify the difference is between a Cold War and a proxy war Define the underlying conflict between the US and the USSR Describe how the US and the USSR fought each other without direct combat, including each major conflict (Korean War, Vietnam War, Cuban Missile Crisis) Describe the course of the arms race Identify ways that life in America changed socially and politically during the Cold War Identify ways that life in America changed socially and politically during the Cold War Identify ways that life in America changed socially and politically during the Cold War Identify ways that life in America changed socially and politically during the Cold War Identify ways that life in America changed socially and politically during the Cold War Identify ways that life in America changed socially and politically during the Cold War Identify ways that life in America changed socially and politically during the Cold War Identify ways that life in America changed socially and politically during the Cold War 	 between a war Analyze the motivation for the conflict between the US and the USSR, Evaluate the use of proxy wars in the Cold War, including the gains made and losses suffered by each side, while considering the course and conclusion of each major conflict (Korean War, Vietnam War, Cuban Missile Crisis, Arms Race, Space Race) Evaluate how life in America was impacted socially and politically during the Cold War era
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<u>Competency 8</u>: Civil Rights Movement - The student will evaluate the impact of the Civil Rights Era. Students will evaluate whether or not the Civil Rights movement 'worked', and whether or not it's impacts and struggles can still be seen in modern day America. (1850-1980)

<u>In other words...</u> What was the Civil Rights Era all about? What important figures were there besides MLK Jr., and events besides the Montgomery Bus Boycott? What were the aims of the Civil Rights movement – and did it 'work'? How did people show their displeasure with how things worked socially? Why did people get involved in the movement? Is the Civil Rights movement over?

 Describe resistance strategies used during the Civil Rights era, providing examples of each Identify major developments in education during the Civil Rights era Identify influential individuals in the Civil Rights era and describe their roles Identify and describe key pieces of legislation that emerged from the era Identify impacts that the changes during the Civil Rights Era have on life in today's society 	 Explain the purpose and implementation of resistance strategies, and the goals they sought to achieve during this era Explain how education was impacted during the Civil Rights era Discuss motivations for individuals to get involved in the movement Explain how influential individuals worked independently and collectively to implement change in society Summarize how legislation was crafted and implemented during 	 Evaluate the effectiveness of resistance strategies in achieving their goals Infer why individuals got involved in the movement, despite resistance they may have faced Analyze the impact of large and small movements on the overall course and scope of the Civil Rights movement Analyze the role of influential people during the era, including their short and long term impacts on America Evaluate the laws created during the Civil Rights era (both in support of the movement and against) and
	 this era Describe ways in which the work of the Civil Rights movement can be seen today 	 consider their impact on the functioning of society, Evaluate whether or not the Civil Rights movement is over, and why

<u>Competency 9</u>: Immigration - The student will examine the role of the immigrant in American life from the 1900's to the present by considering population and migration trends, innovations and improvements in American life that can be attributed to immigrants, as well as the 21st century examination of the legality and role of immigrants in American society. (1900-present)

<u>In other words...</u> What role have immigrants played in the development of the United States? What inventions and improvements to American life can be credited to those that wouldn't first identify as 'American'? What is the role of immigrants and immigration in today's society? Why motivated immigrants to leave their homes and come to America? Where did immigrants settle, and why?

 Describe the push and pull	 Explain how push and pull	 Analyze the motivations immigrants
factors that motivate	factors impact the motivations of	have for moving to American,
immigration and migration to	immigrants to come to the	considering the role of push and pull
and throughout the United	United States Explain the patterns of	factors to different people groups Analyze the formation of immigrant
States Identify patterns of immigrant	community formation among	community through the United
community formation	immigrants throughout the	States, inferring why those
throughout the United States,	United States, including why	communities are established where
including why different groups	different groups settle where	they are, and how they are
settle where they do	they do	maintained
 Describe the impact that immigrants have made on the development of the United States economically and politically Identify and describe the major arguments that are currently prevalent in debates surrounding immigration 	Compare the major innovations and improvements made in American that can be attributed to immigrants to those that are credited to Americans	 Evaluate the impact that immigrants have made on major inventions and innovations in America Predict the next steps in the 'immigration conversation' in America, taking into account current arguments on both sides regarding immigration, specifically 'illegal' immigration

<u>Competency 10</u>: Globalization - The student will evaluate the role of the US in the 21st century global society through an examination of globalization, trade, and the formation/implementation of various foreign policies by the United States. The student will consider the influence of the United States on the world stage socially, economically, politically, and militarily, and the analyze the ability of the United States to remain a super power.

<u>In other words...</u> Is America still the most powerful nation in the world? Why/why not? In what ways do other nations depend on us – and in what ways do we depend on others? Could our economy sustain itself independently? How does the US government decide how it will interact with other nations? What social, economic, political and military norms does the US dictate/comply to in order to keep the peace and to stay "on top"?

 innovation that have impacted the development of the US as a super power Describe how the United States interacts with the rest world of the economically, through trade and economic policy Identify how US foreign policy influences the nation's social interactions on a global scale Describe how American policy has influenced the political relationships the nation has world wide Identify how the choices that the United States (and it's citizens) makes impact the relationships that the nation (and it's citizens) have with the inventions and innovation on the development of the US as a super power Explain how the United States interacts with the rest world of the economically, through trade and economic policy Compare and contrast how US foreign policy influences the nation's social interactions to how it has impacted its political relationships the nation has world wide Identify how the choices that the United States (and it's citizens) makes impact the relationships that the nation (and it's citizens) have with the 	 the growth and development of the US as a super power Analyze the interaction of the United States with the rest of the world economically through trade and economic policy Evaluate the impact of US foreign policy on the nation's social interactions to how it has impacted its political relationships on a global scale Analyze the impact of the choices that the United States (and it's citizens) on the relationships that the
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The student will:	3.0 The student will:	4.0 The student will:
	World History & Geography	
	w p. Controlling and a control of the control of th	
Competency 1: Civilizations - The stu	ident will define and analyze the character	istics and requirements of a civilization.
study of humanity, also known as Anth certain benchmarks; Cities, Writing, Go	ence between being civilized and being a c ropology, have concluded that in order to overnment, Religion, Art, Social Structure civilizations (Mesopotamia, Sumer, Assyri	be a civilization, a society must meet → otherwise referred to as CWGRASS.
 Identify the first civilizations of Mesopotamia. Describe the Agricultural Revolution. Identify the CWGRASS model (Cities, Writing, Government, Religion, Art, Social Structure) 	 Compare and Contrast the first civilizations of Mesopotamia. Interpret the Agricultural Revolution's impact on human interaction and community. Illustrate the CWGRASS model using the Mesopotamian civilizations as a case study. 	 Differentiate between the first civilizations of Mesopotamia. Evaluate the Agricultural Revolution's impact on the human experience. Apply the CWGRASS model to our modern day civilization.
the modern world. In other words It is safe to say that of Ancient World. All aspects of the mode	one of the most influential time periods in rn world and how societies function can b	e found rooted in ancient societies like
the modern world. In other words It is safe to say that of Ancient World. All aspects of the mode the Greeks, the Romans, the Egyptians,	one of the most influential time periods in	human history is that of antiquity, or the e found rooted in ancient societies like it is governmental systems, art &

<u>Competency 3</u>: The Dark Ages...? - The student will analyze numerous elements of the human experience during the middle ages: living conditions, academic achievement, spirituality and culture, civil war and conflict, and plagues.

<u>In other words...</u> The purpose of this competency is to examine the time period following the fall of Rome in 476 CE and ending with the Renaissance in the 14th century. After the fall of Rome, stability in Europe disappeared. Societies in Europe suffered through civil war, feudalism, illiteracy, plague, and famine. To the contrary, the Middle East was a thriving region experiencing breakthroughs in Science, Mathematics, Trade, and Government. The students will examine this era, attempting to understand the social, political, and economic effects of both Europe and the Middle East during the Dark Ages.

 Describe the relationship between the fall of Rome and the Dark Ages in Europe. Identify the Byzantine Empire, the Islamic Caliphates, the Franks, the Holy Roman Empire, the Mongols, and the Tang Dynasty. Describe The Crusades. Describe the Black Plague's affect on the world's population. 	 Illustrate the relationship between the fall of Rome and the Dark Ages in Europe. Compare and Contrast the Byzantine Empire, the Islamic Caliphates, the Franks, the Holy Roman Empire, the Mongols, and the Tang Dynasty. Compare and Contrast the state of society in Europe and the Middle East during the Middle Ages (474CE - 1350CE). Breakdown the Crusades, and their affect on the relationship between Christianity and Islam 	 Assess the relationship between the fall of Rome and the Dark Ages in Europe. Appraise the impact of the Byzantines, the Caliphates, the Franks, the Holy Roman Empire, the Mongols, and the Tang Dynasty on the human experience. Estimate the reasons why Europe and the Middle East lived through completely different experiences during the "Dark Ages." Discriminate between the Crusades and current conflicts in the Middle East
	2011. Unit 20. control service and data with the end of the provide the service of the provided the service of the Conference of the Co	Crusades and current conflicts in the Middle East.

<u>Competency 4</u>: World Religions - The student will analyze and explain the growth of the world's major religions and belief systems (Judaism, Christianity, Islam, Hinduism, Buddhism, and Confucianism), while identifying how and where they spread.

<u>In other words...</u> The goal of this competency is pretty simple: research and examine the world religions in order to get a better grasp of how each religion has evolved over the centuries. By looking at world history through the lens of religion, we can learn enormously about the people, the governments, wars, social movements, and more.

 Define monotheism and polytheism. List and locate the origin of the world's main religions (Hinduism, Judaism, Christianity, Islam, Buddhism, Confucianism). Describe the Reformation Movement 	 Classify the world's religions by mono or poly - theism. Compare and Contrast the world's main religions. Compare and Contrast the Catholic and Protestant views of Christianity. 	 Based on the concepts and tenets of the world's main religions, <i>Create</i> a model for a new religion. Assess the Reformation's overall impact on religion. Interpret the relationship between Islam and Trade, focusing on how they benefitted each other.
 Movement. Recognize the relationship between Islam and Trade, 	 Illustrate the relationship between Islam and Trade, focusing on how they benefitted each other mutually. 	they benefitted each other mutually.

<u>Competency 5</u>: Age of Exploration - The student will analyze the human species' desire to explore, and how this desire drove the exploration boom of the 15^{th} , 16^{th} , and 17^{th} centuries, while making connections to the modern day human experience.

<u>In other words...</u> The Age of Exploration fundamentally changed the world: how it communicated, the scope of its landscape, the types of items that were traded, the human diet, and much more. Throughout all of history, humans have had a yearning to know the world around them. Whether it was the first humans migrating across the Bering Land Bridge, European traders traveling the Silk Road to China, Marco Polo venturing East, Leif Erikson travelling across the northern Atlantic, Christopher Columbus "discovering" the New World, or Man landing on the Moon, humans have an immeasurable drive to explore and discover new things.

• Define the phrase "God, Gold,	Classify each element of the	• Deconstruct the phrase "God, Gold,
and Glory."	"God, Gold, and Glory"	and Glory," and assess their
• Identify important explorers and the objects/goal that they seek.	motivation, according to importance.	historical significance when relating to the exploration era.
 Define key terms (triangular trade, colony, mercantilism, 	Compare and Contrast the motivations of important	Relate the Age of Exploration to modern day exploration.
import, export, astrolabe,	explorers.	• Summarize how the discovery of the
circumnavigation, Tainos,	• Interpret how the discovery of	New World affected trade and
Hispaniola)	the New World affected trade	economies.
 Discuss how the discovery of the 	and economies.	• Appraise the Columbian Exchange's
New World affected trade and	Illustrate the Columbian	impact on the human experience
economies.	Exchange's impact on the human	(resources, disease, ideas, human
• Recall the impact of the	experience (resources, disease,	diet, etc.)
Columbian Exchange:	ideas, human diet, etc.)	

<u>Competency 6</u>: Renaissance and Enlightenment - The student will analyze the cause and effect of the Renaissance and Enlightenment Eras on the human experience.

<u>In other words...</u> After centuries of living through civil war, disease, and feudalism, humans began to view their world with a new perspective. Rather than simply attributing all aspects of life to religious dogma, humans began to reexamine the writings and texts of the ancient thinkers of Greece and Rome, utilizing Reason and the philosophy of Humanism as guiding principles. The fields of Science, Mathematics, Medicine, Anatomy, Astronomy, Astrology, Art, Architecture, and Civics all made enormous strides during this era, paving the way for future, world changing ideas: Natural Rights, Democracy and Republicanism, Liberty, Trade and Economics, and the potential of the human mind.

 Define key terms → Humanism, Scientific Method, Perspective, Reason, Secularism, Natural Rights, Social Contract, Laissez Faire, Baroque. Locate the Italian City States of the Renaissance (Milan, Venice, Genoa, Florence, Pisa, Lucca, and Cremona). Identify important people and families of the Renaissance and Enlightenment, including their achievements. Describe the philosophical shift from religious dogma to reason and scientific thought during the Renaissance and Enlightenment periods. 	 Illustrate the Scientific Method and its impact on human discovery. Explain how the concepts of Secularism, Reason, Natural Rights, Social Contract, and Laissez Faire relate to the French and American Revolutions. Compare & Contrast the significance of each Italian City State. Compare & Contrast the Medici and Borgia families: their impact in art, banking, the papacy, and government. Demonstrate the philosophical shift's (from religious dogma to reason and scientific thought) connection to the revolutions of the time. 	 Evaluate the Scientific Method's impact on human experience as a whole. Rate the concepts of Secularism, Reason, Natural Rights, Social Contract, and Laissez Faire according to their impact on the human experience, including justifications. Relate the Medici and Borgia families to modern day political dynasties. Argue the merits of the philosophical shift from religious dogma to reason and scientific thought.
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<u>Competency 7</u>: Industrial Revolution - The student will summarize the birth and growth of the Industrial Revolution, analyzing its political, economic, and social impact on the human experience.

<u>In other words...</u> For all of human existence, humans had to do their best through the use of animal or man power. Using these resources was successful, or we wouldn't have the Pyramids, the Parthenon, the Pantheon, the Roman Coliseum, the Roman Aqueduct, and countless other ancient wonders of the world. However, when man discovered how to produce energy in a new way (steam power), the capabilities of man increased exponentially. Originating in England, the Industrial Revolution saw humans harness the power of steam as the backbone of their new factories. Rather than textiles being produced at a snails pace in the "Cottage Industry," garments can now be produced by the 10's of thousands, creating the blueprint for the modern factory. Industrialization allowed for humans to produce items at a profoundly faster rate, creating demand and markets for new products. This movement spread like a virus across the globe over the next century, solidifying the economic dominance of numerous nations: the British Empire, the United States, Germany, Belgium, and others.

 Locate the origin of the Industrial Revolution. Define key terms: Cottage Industry, textile, Labor Union, urbanization, strike, assembly line, capital, mechanization. Describe factories and their common working conditions. List inventions and innovations of the Industrial Revolution. 	 Identify the origin of the Industrial Revolution, and the reason behind its location. Demonstrate the impact the key terms Cottage Industry, textile, Labor Union, urbanization, strike, assembly line, capital, and mechanization had on economies. Illustrate how factories and urbanization changed the landscape and affected migration. Compare & Contrast working conditions before and after industrialization. Interpret the significance of the inventions and innovations of the Industrial Revolution. 	 Evaluate why geography has an affect on human progression and innovation. Criticize the impact the key terms Cottage Industry, textile, Labor Union, urbanization, strike, assembly line, capital, and mechanization had on economies. Appraise how factories and urbanization changed the landscape and affected migration. Relate the working conditions before and after industrialization to the organized labor movement. Support the significance of the inventions and innovations of the Industrial Revolution.
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<u>In other words...</u> As industrialization began to take hold on national economies, European nations began to look for other places to find the resources they needed in order to keep their factories going. Throughout history, societies had traditionally set up trade networks with other locations, in order to trade for the items and resources they needed. However, during the 1800's, the feeling of fairness and being mutually beneficial for all parties was no longer a part of the equation. Europe decided it was much more profitable to control the resources themselves. Europe successfully took over and controlled all of Africa, along with numerous other parts of the globe, all for the purpose of controlling resources. Europe believed that Western Civilization was inherently superior to those they ruled, establishing the "White Man's Burden" mindset.

 Define key terms: famine, caste, 	Interpret the term White Man's	Evaluate the concept of White
westernization, Sati, Sepoy,	Burden.	Man's Burden.
sovereignty, protectorate, empire,	Illustrate the Scramble for	• Estimate the Scramble for Africa's
White Man's Burden, and opium.	Africa.	impact on the continent of Africa.
• Describe the Scramble for Africa.	• Diagram the types of resources	• Of the types of resources and raw
• List the types of resources and	and raw materials that were	materials that were sought after and
raw materials that were sought	sought after and traded during	traded during Imperialism, Appraise
after and traded during	Imperialism.	their impact on the world economy.
Imperialism.	Demonstrate British Imperialism	Estimate Imperialism's overall
Recall British Imperialism in	in India and China.	impact on borders, culture,
India and China.		economies, wealth, and population.

<u>Competency 9</u>: World War One and the Aftermath - The student will analyze the economic, political, and social causes of World War One, including the aftermath, or "Interwar Years."

<u>In other words...</u> Also known as the "Great War," World War One was the first war fought on a global scale. The atmosphere in Europe during the late 1800's and early 1900's was toxic, and the ingredients for war were beginning to rear their head. Students will examine the numerous causes of WWI, how the "Great War" changed how war was fought, the economic and social impact of the war, and how the aftermath of the war, and years that followed, led to World War Two.

 Define key terms: total war, trench warfare, no man's land, treaty, Bolshevik, propaganda, Triple Entente, Triple Alliance, isolationism, reparations, hyperinflation, attrition, and conscription. Recognize between capitalism, communism, socialism, nationalism, and totalitarianism. List the M.A.I.N. causes of WWI (Militarism, Alliances, Imperialism, and Nationalism). List and Locate the Allied and Central Powers. Recall the political, economic, and social impact of the Russian Revolution. Describe the Treaty of Versailles (aka League of Nations). Identify the Weimar Republic 	 Differentiate between capitalism, communism, socialism, nationalism, and totalitarianism. Explain the M.A.I.N. causes of WWI (Militarism, Alliances, Imperialism, and Nationalism). Compare & Contrast the Allied and Central Powers. Explain the political, economic, and social impact of the Russian Revolution. Illustrate how the Treaty of Versailles (aka League of Nations) set the groundwork for future conflict. Interpret the Weimar Republic's affect on Germany. 	 Rank capitalism, communism, socialism, nationalism, and totalitarianism from best to worst. Appraise the M.A.I.N. causes of WWI (Militarism, Alliances, Imperialism, and Nationalism). Demonstrate how the Allied and Central Powers were formed. Evaluate the political, economic, and social impact of the Russian Revolution. Justify how the Treaty of Versailles (aka League of Nations) set the groundwork for future conflict. Judge the Weimar Republic's affect on Germany.
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<u>Competency 10</u>: World War Two - The student will analyze the economic, political, and social causes of World War Two, and how it reshaped the globe.

<u>In other words...</u> The punishments enforced on the losing side of WWI established an environment (socially, economically, and politically) ripe for future conflict. Economies all over the world are in turmoil, new political philosophies are emerging, and social movements are being established. All of this came to a head in Germany with the rise of Adolf Hitler. Not only would the actions of Hitler lead the world into another war, but the consequences after this 6 year global conflict were much farther reaching \rightarrow borders of countries are redrawn, the British Empire is no longer, nations that have long been the victim of colonization are free again, two superpower nations are established and rival each other for decades, and much more. The students will be charged with understanding the greater significance of World War Two.

 Define key terms: blitzkrieg, kamikaze, fascism, appeasement, Luftwaffe, U-Boat, Gestapo, Brown Shirts, ghetto, holocaust, rationing, and Manhattan Project. List and Locate the Allies and Axis Powers, and their respective leaders. Describe the series of events that 	 Compare & Contrast the Allies and Axis Powers, and their respective leaders. Illustrate the series of events that led to World War II (League of Nations, global economic crisis, rise of the Nazi Party in Germany, appeasement of Hitler, Germany invades Poland, Japan 	 Assess the decisions and actions of the Allied and Axis Powers, and their respective leaders. Rank the series of events that led to World War II according to significance and impact (League of Nations, global economic crisis, rise of the Nazi Party in Germany, appeasement of Hitler, Germany
 Describe the series of events that led to World War II (League of Nations, global economic crisis, rise of the Nazi Party in Germany, appeasement of Hitler, Germany invades Poland, Japan bombs Pearl Harbor). Recall the Holocaust 	 bombs Pearl Harbor). Compare the Holocaust to other genocides during the 20th century. Illustrate the impact the attack on Pearl Harbor had on the US military, and their ability to fight 	 appeasement of finite, Germany invades Poland, Japan bombs Pearl Harbor). Evaluate the Holocaust's affect and impact on the Jewish community. Appraise the impact the attack on Pearl Harbor had on the US population, and their view of the
 Describe the attack on Pearl Harbor. Identify how World War II ended; including what happened to the Axis leaders, the partition of Germany. 	 in the war. Demonstrate how World War II ended; including the development of the Atomic Bomb, and the establishment of the United Nations. 	 war. Evaluate how World War II ended; including the decision to use atomic weapons, and how it set the stage for the Cold War.

<u>Competency 11</u>: Cold War - The student will analyze the political, social, and economic climate of the Cold War, and how it has shaped the modern world.

<u>In other words...</u> Upon the ending of WWII, there was a power vacuum to be filled, resulting in 2 nations rising to superpower status, and competing on all fronts: the United States and the Soviet Union. Due to their nuclear capabilities, both nations were stuck in a sort of stale mate for 40 years, forced to compete in other areas: Diplomacy, Economics, Technology, and by Proxy War. Students will be expected to summarize, analyze, and assess the events of the Cold War, ultimately making connections between those events and modern day geo relations.

 Define key terms: containment, totalitarian, Marshall Plan, Molotov Plan, communism, capitalism, nuclear proliferation, stalemate, Mutual Assured Destruction. Describe the ways in which the US and the USSR competed with each other during the Cold War (Economics, Technology, Proxy War, Diplomacy). Locate on a map the United States and the Soviet Union, including their allies and satellites. Outline the nuclear relationship between the US and the USSR. Describe the Berlin Wall and its purpose. Outline the End of the Cold War. 	 Compare and Contrast the political, social, and economic effects of the Marshall Plan and the Molotov Plan. Illustrate the effectiveness of each of the ways the US and the USSR competed during the Cold War (Economics, Technology, Proxy War, Diplomacy). Demonstrate how the United States and the Soviet Union acquired their allies and satellites. Illustrate the nuclear relationship between the US and the USSR, including its political, economic, and social impacts. Show the Berlin Wall's political, economic, and social effects on the German population. Explain the End of the Cold War, and its affect on global economics. 	 Appraise the effectiveness of the Marshall Plan and the Molotov Plan. Rank the ways the US and the USSR competed during the Cold War according to effectiveness and significance (Economics, Technology, Proxy War, Diplomacy). Summarize what happened to the Soviet Satellites after the Cold War. Defend the nuclear relationship between the US and the USSR, including its political, economic, and social impacts. Estimate how the Fall of the Berlin Wall effected the German population, politically, economically, and socially. Evaluate the End of the Cold War, and its affect on personal liberty.

<u>Competency 12</u>: Globalization and Trade - The student will summarize the history of economic trade and the rise of Globalization, analyzing their lasting impacts on society.

<u>In other words...</u> Throughout the ages, humans have sought to communicate with each other. This communication included the exchange of numerous things: food, technology, philosophy, raw materials, and disease. Over the millennia, different organizational systems established themselves as ways to organize this communication: Barter System, Feudalism, Mercantilism, Capitalism, and Socialism. After the fall of the Soviet Union, free market capitalism established itself as the driving economic system of the globe, birthing the age of Globalization, a time of multinational corporations, trade agreements that redefine borders, worldwide labor competition, vast economic growth, and a redefining of the 3nd world system.

 Define key terms: globalization, trade agreement, transnational corporation, outsourcing, World Bank, International Monetary Fund, and World Trade Organization. Identify the characteristics of Developed, Developing, and Non-developed nations. Describe how globalization affects migration, labor, culture, climate change, population, agriculture, & natural resources. 	 Outline the duties and goals the World Bank, International Monetary Fund, and World Trade Organization. Compare & Contrast the characteristics of Developed, Developing, and Non-developed nations. Demonstrate how globalization affects migration, labor, culture, climate change, population, agriculture, and natural resources. Compare & Contrast the positive 	 Evaluate the duties and goals the World Bank, International Monetary Fund, and World Trade Organization. Appraise the characteristics of Developed, Developing, and Non- developed nations. Assess how globalization affects migration, labor, culture, climate change, population, agriculture, and natural resources. Judge the positive and negative effects of globalization.
 agriculture, & natural resources. List the positive and negative effects of globalization. 		• Judge the positive and negative effects of globalization.

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2.0 The student will:	3.0 The student will:	4.0 The student will:
	Sociology	
discipline, including prominent theories In other words Where did sociology	logy - The student will examine the develors, theorists, and it's distinguishing charactery come from? What is it the study of? Who ogists describe the ways humans interact of the study humans interact of the study humans interacted of the study hu	eristics from the other social sciences. at makes it distinct from other social
 Define the scope and focus of the field of sociology Describe what makes sociology different from the other social sciences Identify the ideological views of Marx, Durkheim, and Weber 	 Explain the topics and ideas that the field of sociology focuses on Distinguish between sociology and other social sciences, comparing the commonalities and contrasting the differences Compare and contrast the ideologies of Marx, Durkheim and Weber, paying close attention to what unifies them as sociologists, but also what makes their perspectives distinct 	 Analyze the uniqueness of the field of sociology in comparison with other social studies disciplines, and the benefits of its particular study Evaluate the claims of Marx, Durkheim and Weber by comparing their ideologies and identifying which you find to be the most accurate
and their role in individual developmen 	hat is normal? How do you prioritize wha to you care about the things you care abou	t's important to you – and how do you
beliefs are set and communicated between individuals and groups Describe what is included in one's 'sense of self', and how it is developed	 Explain the ways that norms, values and beliefs manifest themselves in individuals, and the role of groups in this process Explain how 'sense of self' is developed and the factors that influence it 	 Analyze the role of norms, values and beliefs in the formation of a sense of self and group membership Evaluate the influence of the variety of factors that impact an individual's development of 'self

<u>Competency 3</u>: Socialization - The student will explain the process of socialization, including the multiple aspects of family and society that influence an individual's sense of belonging to groups and society at large.

<u>In other words...</u> How do you learn the things you now know? What makes you dress the way you do; think the way you do; believe what you do? How does belonging to a group change your perspective of your life?

Define socialization Identify common agents for socialization Describe the role of the individual in their own socialization Identify the role of societies and communities in the socialization of its members Describe the role of group membership in the socialization process	 Explain the meaning of socialization Compare and contrast the role of family and other social groups in an individual's socialization process Explain the role of society and community in the socialization of an individual Explain how a sense of belonging to a group is tied to socialization, and whether that sense is essential to human development 	 Analyze the importance of socialization to individual human development Evaluate the role of family in the socialization of individuals Evaluate the role of other small groups in the socialization of individuals Evaluate the role of societies and communities in the socialization of individuals Analyze the need for individuals to feel membership to a group, and
	to a group is tied to socialization, and whether that sense is essential	individualsAnalyze the need for individuals to

<u>Competency 4</u>: Culture - The student will examine the meaning of culture in society, including its development and ability to influence individuals and groups. Additionally, the student will examine the role of countercultures and subcultures in society.

<u>In other words...</u> How do you define culture? Which cultures influence you individually? Can you be a part of different cultures at the same time? Who decides what culture is? How do you participate in culture? What influence does culture have over the individual, or over the group?

 Define culture Identify common elements of culture, and what distinguishes cultures from one another Describe how culture is influenced, and how individuals are influenced by the cultures they experience and observe Identify different types of culture (age group, geographical location, interests, etc.) Describe the role of the individual in interpreting and manipulating culture for themselves Define the role of subcultures and countercultures in personal development 	 Define & explain the significance of culture to society, including its various components Explain how cultures develop in a variety of contexts and situations (age, geographical location, interests, etc.) Explain in influential interactions between culture and groups/ individuals Compare and contrast the roles of countercultures and subcultures in the functioning of cultures, and their influence of individuals and groups 	 Define culture and evaluate it's role in personal growth/ development, as well as the development of community Evaluate the major components of culture, considering how these factors serve to distinguish cultures from one another Analyze the roles of culture in society, specifically related to age, geographical location, interests, gender, etc. Evaluate the impact of culture in the development of individuals and groups Analyze the place of subcultures and countercultures in America, focusing on places where they 'fit' and 'don't fit' and why that is
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<u>Competency 5</u>: Groups & Organizations - The student will evaluate the importance of membership to social institutions through considering the influence of groups (i.e., families, religions, etc.) and organizations (utilitarian, normative, and coercive) on the functioning of society.

<u>In other words...</u> Is it important to feel apart of a group? Do you need to feel known, or like you are similar to someone else? Why do people associate with some groups and not with others? Why do some groups have a higher status than others? Are groups necessary in society?

 Identify major groups that most humans find themselves members of Describe the importance of group membership to human development Define 'social structure' and discuss its role in the development of 'self' Identify ways that groups influence individuals' perceptions, values and choices 	 Explain how social institutions provide structure to society Compare and contrast the influence of family and religion on individual development Summarize the influence of education, work place and politics on the development of an individual Explain how groups become social institutions that have the power to influence individuals 	 Evaluate the role of social institutions in providing society structure and in influencing individual development Analyze the role of family and religion in the development as self Analyze the impact that the social institutions of education, work place, and politics have in the development of self and groups Evaluate the importance of group membership to the process of self actualization
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<u>Competency 6</u>: Race, Ethnicity, Sex & Gender - The student will consider the conceptions of race, ethnicity, sex and gender, considering their formation and influence on group membership and the functioning of society.

<u>In other words...</u> Are the physical differences that humans use to distinguish between themselves or important? How is an individual's identity influenced by labels? What's the difference between race and ethnicity? How are sex and gender different? In what way are race, ethnicity, sex and gender organized into a hierarchy – and does membership to one group rather than another make you more important than someone else?

Identify the differences between	Explain the social class structure	The second
		• Evaluate the class system in
different social classes in America	in America, including the	America, describing the
 Distinguish what is meant by race 	characteristics of each class	characteristics of each social
from what is meant by ethnicity	Compare and contrast the	classes, and how classes are
• Distinguish what is meant by	meanings of gender and sex,	determined
gender from what its meant by sex	highlighting the social	Analyze the difference between
3	implications of each	the concepts of gender and sex, as
	Compare and contrast the	well as their use and implications
	meanings of race and ethnicity,	in society
	highlighting the social	Analyze the difference between
	implications of associated with	the concepts of race and ethnicity,
	each	as well as their use and
		implications in society

<u>Competency 7</u>: Role of Media - The student will analyze the role of media in the formation of beliefs and feelings about individuality, membership to a group, and belonging in society.

<u>In other words...</u> How do digital and print media influence the way that people interact with each other? How do they change what people believe about others, and about themselves? How do people feel about the groups that they are members of – and how does media influence those perceptions?

Identify common media outlets,	Compare and contrast the role of	• Evaluate the ability of different
and define their role in society and	various media outlets in the	media outlets to influence and
culture	formation of values and beliefs in	form values and belief systems in
Describe how media impacts	individuals	individuals
group membership and a sense of	 Explain how media influences 	Critique the ability for media
belonging among individuals	individuals' sense of belonging	outlets to impact individuals' sense
		of belonging to groups

<u>Competency 8</u>: Social Inequality - The student will examine social inequalities specific to American culture, paying particular attention to stratification and discrimination based on class, race, ethnicity, sex, and gender.

<u>In other words...</u> Is everyone created and treated as if they are equal in American culture? Why do the differences between people become the basis for their division, stratification, and the difference in their treatment?

 Identify ways that the US does and does not exemplify a nation of equal treatment and opportunity Recall ways that American society is currently supporting discrimination and oppressive hierarchies, and ways that it has improved over the last half century Describe ways that the US can improve or change its systems of oppression and discrimination 	 Summarize the existence and perpetuation of social inequality in America Summarize the ways that American society supports hierarchies of different types in current society Compare areas in American culture and society that display examples of stratification with those that do not, hypothesizing why those differences exist Explain ways that individuals have and can take action in the future to lessen the impact of discrimination based on race, gender, ethnicity, sex, and class 	 Evaluate the role of stratification in America based on race, ethnicity, gender, sex and class, and ways that discrimination based on these characteristics continues despite attempts to eliminate it Analyze social inequality in American culture, considering both advances and set backs that have occurred while trying to pursue equality Predict the future of stratification and discrimination in America based on uncontrollable characteristics, paying close attention to past attempts to get rid of discrimination, and hypothesizing about what should be accomplished and when it might be
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2.0 The student will:	3.0 The student will:	4.0 The student will:
	Psychology	
function of the brain, nervous system, ar		nderstand the organization, structure, and
In other words How does my brain to	ell my body what to do or feel?	
 Recognize that the brain is the main hub of the nervous system Recognize that the nervous system consists of the central nervous system (CNS) and the peripheral nervous system (PNS) Recognize that brain and the nervous system of neurons Recognize the major areas of the brain and functions associated with each Recognize the overall organization of the human nervous system Recognize the parts of a neuron Define: brain, nervous system, neuron, axon, dendrite, central nervous system, peripheral nervous nervous system, perip	 Summarize the overall organization and interconnectedness of the brain, nervous system, and neurons Explain how a neuron relays an electrical signal Summarize the path that a message through the nervous system takes from stimulus to brain Summarize the major areas of the brain and the functions associated with each Explain how psychologists have determined the functions associated with major areas in the brain 	Analyze and Predict the outcomes of injuries and diseases that affect the organization, structure, and function of the brain, nervous system, and neurons
that influence it	7 - The student will understand the mecha riences influence and explain my behavior	
 Recognize that behavioral psychology is just one of the many semi-related branches of psychology 	Summarize the process of operant conditioning	• Analyze and Evaluate the value and the limitations of behavioral psychology
 Recognize that past experiences influence and explain behavior Recognize the process of classical conditioning Recognize the process of operant conditioning 	 Compare and Contrast classical and operant conditioning Apply classical and operant condition to everyday learned behaviors 	
 Define: behaviorism, conditioning, stimulus, unconditioned stimulus, conditioned stimulus, reward 		

<u>Competency 3</u>: Cognitive Psychology - The student will understand how the brain acquires, processes, and stores information to perform tasks such as learning, forming/recalling memories, and perceiving the world around us.

In other words... How does my brain learn and remember things? Why and how do I see, hear, smell, taste, and feel the things?

 Recognize that cognitive psychology is just one of the many semi-related branches of psychology Recognize that all experience and behavior is the result of a complex set of electrical impulses in the brain Recognize that learning, memory, and information processing have a neuronal basis Recognize that the reality we perceive is only our brain's interpretation of actual reality Recall the process of information processing Recall the process of memory formation and recall Define: information processing, hippocampus, bottom-up processing, top-down processing 	 Summarize the process of information processing from stimuli to perception Summarize the process of memory formation and recall Compare and Contrast bottom-up and top-down processing Apply bottom-up and top-down processing to everyday experiences Explain how our perceptions are limited by the capabilities of our brain and nervous system 	Analyze and Evaluate the value and the limitations of cognitive psychology
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<u>Competency 4</u>: Developmental Psychology - The student will understand how the brain develops and changes throughout the lifespan from infancy, childhood, adolescence, young adulthood, adulthood, and old age; and our experiences can have lasting effects on the shaping of an individual's social, emotional, and mental development over the entire lifespan.

In other words... How do our brains change as we age? How do our behaviors change as we age?

 psychology is just one of the many semi-related branches of psychology Recognize that certain patterns of behaviors are associated with each stages of life development Recognize the major patterns of 	 Summarize the major patterns of behavior associated with stage of life development Summarize Piaget's stages of development Explain nature vs. nurture Explain how parenting style can affect personality formation Explain how behaviors observed during infancy correlate with personality formation 	Analyze and Evaluate the value and the limitations of developmental psychology
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 Recognize that social psychology is just one of the many semi-related branches of psychology Recognize that our social environment has an impact on our behaviors Recognize "Power of the Situation" Recognize the psychological patterns associated with groups Recognize the psychological patterns associated with prosocial behaviors Recognize the psychological patterns associated with interpersonal relationships Recognize the psychological patterns associated with interpersonal relationships Recognize the psychological patterns associated with roles/perceptions 	 Summarize the challenges of working in a group setting and explain how to overcome them Summarize the challenges of exhibiting prosocial behaviors and explain how to overcome them Summarize and explain how the development of our interpersonal relationships are influenced by the situation we are in Summarize and explain how an individual's role and self-perception can influence their behaviors Explain the concept of cognitive 	Analyze and Evaluate the value and the limitations of social psychology
 Define: groupthink, group polarization, diffusion of responsibility, altruism, bystander effect, excitation transfer theory, mere exposure effect, aggression, confirmation bias, stereotype effect, cognitive dissonance 	dissonance in a real-world situation	

 Recognize that developmental psychology is just one of the many semi-related branches of psychology Recognize that mental illness is a serious issue that must be dealt with and treated appropriately Recognize that mental illness affects the individuals that have them, their families/caregivers, and society as a whole Recognize the process of proper diagnosis and treatment of mental illness Recognize the role that psychological research and literature have in the diagnosis and treatment of mental illness (DSM, ICD) Recognize and define the major types of mental illnesses: anxiety disorders, mood disorders, psychotic disorders, eating 	 Summarize the symptoms commonly associated with each major type of mental illness Summarize and explain the process of proper diagnosis and treatment of mental illness Explain how psychotherapy is used to treat mental illness Explain how medication is used to treat mental illness 	 Analyze and evaluate abnormal psychology's role amongst all the other branches of psychology Analyze and evaluate public perception of mental illness and mental illness treatment
 Recognize and define the major types of mental illnesses: anxiety disorders, mood disorders, psychotic disorders, eating disorders, impulse control/ addiction disorders, personality disorders 		
 Recognize and define the major types of treatment for mental illness: psychotherapy, medication 		

<u>ART</u>

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2.0 The student will:	3.0 The student will:	4.0 The student will <i>:</i>
Art Foundations		
<u>Competency 1</u> : Visual Art Skills and ' to create original works of art in two and	Fechniques: Analyze, apply, and evaluate i/or three dimensions.	e the skills and techniques of visual arts
In addition, you can answer the followirHow can the medium of work impact	et or influence the meaning of an artwork' s is impact the quality of work? What is q	?
 Recognize medium and techniques used by artist in an artwork. Selects a variety of media and techniques to create for specific purposes. Recognize perceptual skills (to create imagery from observation), imagination, and forming skills to achieve specific purposes in drawing, photography, graphic art, painting, sculpting, etc) Recognize a variety of photographic and digital media techniques to develop compositions for the purposes of expression. 	 Interpret the meaning of an artwork and explain how the medium and techniques used influences the meaning. Selects and applies a variety of media and techniques to create for specific purposes. Apply perceptual skills (to create imagery from observation), imagination, and forming skills to achieve specific purposes in drawing, photography, graphic art, painting, sculpting, etc) Apply a variety of photographic and digital media techniques to develop compositions for the purposes of expression. 	 Conduct personal research to develop new skills and techniques. Analyze the medium and techniques used by a given artist, describe how its use influences the meaning of the work, and apply that understanding when creating artworks. Justify applied medium and techniques used to create for specific purposes. Create using perceptual skills (to create imagery from observation), imagination, and forming skills to achieve specific purposes in drawing, photography, graphic art, painting, sculpting, etc) Create using a variety of photographic and digital media techniques to develop compositions for the purposes of expression.

<u>Competency 2</u>: Art Influences: Analyzes and creates an artistic composition by using visual arts styles and genres of various artists, cultures, places, and times.

<u>In other words...</u> Explore varies artist work and create an artwork that uses elements from explored artist. In addition, you can answer the following questions:

- What are the major art movements and how do those art movement influence art being made today?
- How can visual are styles and genres of various artists, culture, places, and time influence my work?
- How can the context of an artwork impact it's mean?
- What is context of an artwork? (How it was created, by whom, when, and why?)
- What is the artist's intended meaning and audience?

 Identify major art movements and describe key characteristics of that style or movement within an artwork. Identifies and lists artist for inspiration. Identify an artwork's context in both western and non-western art. (How who created it, when and why?) Mimic an artist's style. Create a work of art that is influenced by diverse artists, styles, cultures, and times. 	 Selects, examines, and critiques historically significant works of art by a variety of artists, in a variety of styles. Creates and justifies works of art that are influenced by diverse artists, styles, cultures, and times. Research and analyze the work of an artist and write about the artist's distinctive style and its contribution to the meaning of the work. Identify it's context; How it was created, by whom, when, and why? Artist's intended meaning and audience. 	 Creates own style and develop an artist statement that artist influences on your work. Selects, examines, and critiques historically significant works of art by a variety of artists, in a variety of styles¬, and from a variety of cultures and times; examines and critiques the relationships between these works and a larger group of artworks. Examines and justifies (with teacher's direction and support) how personal aesthetic choices in visual arts are influenced by geography, culture, and history.
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<u>Competency 3</u>: Creative Process: Applies creative process to visual arts. (Identifies, explores, gathers, interprets, uses, implements, reflects, refines, and presents)

In other words... Uses a process for creating personal artwork.

 Identifies the audience and purpose of the creation of an original visual artwork. Explores, gathers, and list information from diverse sources to create original visual artworks. List, map ideas, skills, foundations, and techniques to create original visual artwork. Combine and improve ideas. Reproduce choices (defined by teacher) of elements, skills, foundations, and techniques of visual arts, and the principles of design to create original artwork. Remember: What did I do? Understanding: What was important about it? Identifies and refines areas that need revision through teacher feedback. Identifies the purpose of the artwork and presentation. List possible locations for presentation and presents 	 Chooses the audience and purpose of the creation of an original visual artwork. Interprets information from diverse sources to create original visual artworks. Sketch several ideas using the skills, foundations, and techniques to create original visual artwork. Combine and select sketch that best solves artistic problem. Implements choices of the elements, skills, foundations, and techniques of visual arts, the principles of design, and personal experience to create original artworks. Applying: Where could I use this again? Creating: What should I do next? Refines visual artworks through feedback and self-reflection. Choose location for presenting/sharing artwork to others in the community. Displaying his/her work in a variety of settings. 	 Evaluate the audience and purpose of the creation of a body of original visual artworks. Appraise information and apply to create original artworks. Appraise, combine and select sketch that best solves artistic problem. Analyze and justify choice of the elements, skill, foundations, and techniques of visual arts, the principles of design, and personal experience used to create original artworks. Analyzing: Do I see any patterns in what I did? Evaluates and appraise artwork and refines work independently through self-reflection. Analyze between the meaning of the artwork and the place/means in which it is shared/ presented. Design/construct artwork for specific location.

 analyzes, interprets, and evaluates) In other words A guided process of In addition, you can answer the follow What do you see? What does it make you think about What does it make you wonder? What are relationships between the 	of looking at and thinking about art. ving questions:	/exhibit of visual arts. (Engages, describes,
 Repeat, and describe art vocabulary when critiquing artworks. The process: Engages the senses actively and purposefully while experiencing visual arts. Describes what is perceived and experienced through the senses (seen, felt, smelled, tasted, and/or heard). Analyzes the use and organization of elements, principles of design, and foundations. Interprets meaning based on personal experiences. Evaluates the artwork. 	 Chooses and demonstrate art vocabulary when critiquing artworks. The process: Engages the senses actively and purposefully while experiencing visual arts. Describes what is perceived and experienced through the senses (seen, felt, smelled, tasted, and/or heard). Analyzes the use and organization of elements, principles of design, and foundations. Interprets meaning based on personal experiences, and background knowledge. Evaluates and justifies by using supportive evidence within the artwork. 	 Justifies use of art vocabulary and constructs a formal written response when critiquing artworks. The process: Engages the senses actively and purposefully while experiencing visual arts. Describes what is perceived and experienced through the senses (seen, felt, smelled, tasted, and/or heard). Analyzes the use and organization of elements, principles of design, and foundations. Interprets meaning based on personal experiences, background knowledge, and research. Evaluates and justifies by using supportive evidence, historical relevance, and aesthetic criteria.

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 What messages do I want to com Identify and describe themes within artworks of original and the artist's choices used for communicating the theme/message. Defines and determines how an artistic work communicates a specific purpose or idea. Select big ideas or themes to create art around. Selects media, materials, and resources to communicate for a specific purpose (purpose defined by teacher). Works alone or in collaboration with others (and with the teacher's guidance and mentoring) to plan visual artworks in a variety of media 	 wing questions: ing art? nessages/themes? rks communicate? acted by the composition, material and contexmunicate through art? Compare and contrast artworks that communicate for a similar purpose and the artist choices used for communicating this theme/message. Demonstrates how an artistic work communicates a specific purpose or idea. Develop personal artwork that communicate a big idea or theme and expresses his/her view on a social issue, such as homelessness, and pollution.) (Identity, fantasy, war, peace, etc) Applies (with teacher's guidance and mentoring) media, materials, and resources deliberately to communicate for a specific purpose. Works alone or in collaboration with others (and with the teacher's 	 Defends choices of artistic/design in artworks that communicate for a similar purpose. Examines and defends how an artistic work communicates a specific purpose or idea. Defend and justify a personal artwork that communicates a big idea or theme Justify the use of media, materials, and resources to deliberately communicate for a specific purpose Works alone or in collaboration wit others (and with the teacher's guidance and mentoring) to plan, create and critiques visual artworks in a variety of media to communicate for a specific purpose Evaluates and explains how the
to communicate for a specific purpose. Selects and apply the elements of visual arts to communicate for a specific purpose.	 guidance and mentoring) to plan and create visual artworks in a variety of media to communicate for a specific purpose. Explains how the deliberate use of the elements of visual arts communicates for a specific purpose. 	deliberate use of the elements of visual arts communicates for a specific purpose.
<u>Competency 6:</u> Aesthetic Inquiry: <u>n other words</u> Answer the following questions: What is your definition of art and How does your work meet your d What is the purpose of art? What is art? What makes art valuable? How do we decide? Who decides?		•
Defines art. Identify who decides arts value.	 Classify the qualities that make a visual artifact art within your definition. Compare and contrast the function, content, and context within various artworks. 	• Justify your definition of art and give examples that support your definition.

<u>Competency 7</u>: Elements of Design: Create, analyze, and evaluate the elements of visual arts when producing a work of art. Elements of Visual Art: Linc, Shape, Value, and Texture

<u>In other words...</u> Create using the elements of design. In addition, you can answer the following questions: What are the elements of art? What is their purpose? How do the elements effect composition? How do artists use the elements of art? What are relationships between the subject and the art elements?

Identify and define the	Identify, Define, and apply the elements	Identify, Define, apply, and analyze the
elements when viewing art.	when creating art.	elements when creating art.
Line	Line	Line
Selects and produces qualities	• Uses qualities of line in combination	• Uses qualities of line in combination
of line around a theme that	with other elements to create an	with other elements to create a series
he/she defines.	artwork around a specific theme that	of artworks around a specific theme
Texture	he/she defines. Texture	that he/she defines and justifies his/her choice of line used.
 Creates a variety of textures in works of two- and three- 	 Differentiates between, selects, and 	 Analyzes how line impacts the
dimensional art, and in a	produces a variety of textures in	expressive qualities of a variety of
variety of media to	various environments, in works of	artworks of different artists, cultures,
demonstrate and portray:	two- and three- dimensional art, and in	and styles.
o Visual/implied texture.	a variety of media to demonstrate and	Texture
o Actual texture.	portray:	• Examines, uses, and justifies texture
Value	o Visual/implied texture.	in combination with other elements
• Creates a range of values in a	o Actual texture.	in a series of artworks (in a variety
work of art in a chosen	Develops textures realistically,	of media, styles, and subject matter)
medium; demonstrates and	imaginatively, expressively, and	that were designed around a theme
produces:	abstractly in works of art in choice of	that he/she selected.
• A value scale of black	media, style, and subject matter.	Value
and white and four or	Value	• Justifies and analyzes use of value in
more levels of gray	• Uses value in combination with other	two-and/or three-dimensional
• A monochromatic	arts elements around a theme he/she	artworks in chosen style, art form,
value scale, including a	selects.	media, and subject matter to
range of four or more intermediate color	Creates a range of values in two-	demonstrate/establish: o The illusion of form on a
values	and/or three-dimensional artworks in chosen style, art form, media, and	• The illusion of form on a two-dimensional surface.
 Creates a range of values to 	subject matter to	• The illusion of depth/space
demonstrate/establish:	demonstrate/establish:	(foreground, middle ground,
o The illusion of form on	o The illusion of form on a two-	and background).
a two-dimensional	dimensional surface.	o Shadows and a source of
surface.	o The illusion of depth/space	illumination in artworks.
o The illusion of	(foreground, middle ground,	o Focal point.
depth/space	and background).	o Modeling techniques.
(foreground, middle	o Shadows and a source of	o Mood.
ground, and	illumination in artworks.	o Tension.
background).	o Focal point.	o Dynamic lighting.
o Shadows and a source	o Modeling techniques.	Form
of illumination in	o Mood.	Critiques and justifies the use of
artworks.	o Tension.	shapes and/or forms in a variety of
o Focal point.	Form	artworks.
o Modeling techniques.	Uses shapes/forms in combination	Selects and produces shapes and
o Mood.	with other elements to create artworks	forms in a variety of styles, artwork,
o Tension.	around a specific theme that he/she	and media, including digital media,
o Dynamic lighting.	defines.	to demonstrate:
Form	Selects and produces shapes and/or	o Geometric shapes and
 Selects and produces shapes 	forms expressively in a variety of two-	forms.
and forms, to demonstrate:	and three-dimensional artworks.	o Organic shapes and forms.

 Geometric shapes and forms. Organic shapes and forms. Positive and negative shapes. The illusion of three-dimensional form on a two-dimensional surface. Realism. Edges and implied edges. 	 Selects and produces shapes a in a variety of styles, artwork, media, including digital media demonstrate: Geometric shapes and for Organic shapes and form Positive and negative sh The illusion of three-dim form on a two-dimensio surface. Realism. Edges and implied edge 	and a, to orms. ns. apes. nensional nal	 Positive and negative shapes. The illusion of three-dimensional form on a two-dimensional surface. Realism. Edges and implied edges.
 <u>Competency 8</u>: Principles of Desig proportion, scale and emphasis in a vertice in other words Create using the principles of design? What is their perinciples of design? What is their perinciples of design? What is their perinciples of art. Identify, define and describe the principles of art. Identifies types of balance found in nature, in man-made environments, and in works of art. Develops and creates works of art. Develops and creates works of art in a variety of two- and three-dimensional media by using and combining: Variety Unity (Developed through the use of similarities in composition) Balance (symmetrical, asymmetrical, and radial) Proportion Scale Emphasis (developed through the use of contrast of color, size/placement, 	work of art. principles of design. In addition, yo	u can answ ples impact • Justif and e mean • Ident balan envir • Exan work dimer o V o U si o B ra o P o S o E co pi o Ju	er the following question: What are the
 balance, proportion, and movement/rhythm) Juxtaposition Reconceptualization Appropriation Symbolism Contrast 	contrast of color, size/placement, balance, proportion, and movement/rhythm) o Juxtaposition o Re-contextualization o Appropriation o Symbolism o Contrast	 S Exam (incluprinc) comp Selec artwo in a v 	ppropriation ymbolism ontrast lines, justifies, and discusses how artists iding the student his/her) use the ples of design to develop artistic ositions and meaning. ts, evaluates, and produces a body of rks that combines the principles of design ariety of media to communicate a age or meaning.

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<u>Competency 9</u>: Illusion of space: Examine, select, and use linear perspective and the elements of space in a work of art.

In other words... Create using elements of space.

In addition, you can answer the following questions:

- What is space in regards to art?
- How artist display a sense of space within their artwork?
- How do you display a sense of space within an artwork?
- What are the element of space and spatial devices that are used in the production of works of two- and/or threedimensional art to create a sense of space?

 Identify the fundamentals of perspective (diminish in size, vanishing point, horizon line, and viewing position) Identify and define one-, two- and three-point perspective within artworks. Identify and recognize spatial systems within artworks. (For-, middle-, and background, overlapping, etc) Create illusion of space on a picture plane using spatial systems. 	 Creates artworks in one- and two-point linear perspective by using converging lines to create the illusion of space and applying the fundamentals of perspective (diminish in size, vanishing point, horizon line, and viewing position). Create illusion of space on a picture plane using spatial systems for a specific purpose. 	 Examines, practices, critiques, and uses spatial techniques in various environments and works of two- dimensional art to enhance the illusion of depth. Develops space realistically, expressively, abstractly, and subjectively in works of art in a variety of media. Justifies the use of spatial devices to create depth in a variety of artworks. Uses space in a series of artworks designed around a theme that he/she selects
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<u>Competency 10</u>: Illusion of movement: Create, analyze, and evaluate repetition/rhythm and pattern of movement in a work of art.

In other words... Create using repetition/movement.

In addition, you can answer the following question:

- What is pattern and repetition/ rhythm?
- How can you use repetition/rhythm and pattern to create movement within an artwork?
- How do other artist use repetition/rhythm and pattern to create movement within an artwork?

 Identify repetition/rhythm and pattern within a work of art. Defines and describes repetition/rhythm and pattern. Explores and creates patterns, movement, and rhythm by using the repetition of lines, shapes, and colors. 	 Uses patterns to enhance the surfaces of shapes and forms in a variety of two- and three-dimensional works of art. Identifies, classifies, and uses the patterns found in nature, in man-made environments, and in works of art. 	 Justifies use of patterns in relation to the overall theme of an artwork Identifies, examines, classifies, and uses the patterns found in nature, in man-made environments, and in works of art.
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n other words Create artwork w n addition, you can answer the follo How do artist use color to impace How can you use color to impace Identify, define, select and use—in artworks and using a chosen medium—the	 Apply, combine, interpret, and use—in various artworks and using a variety media—the following: 	• Differentiates between, justify, examine and use—in various artworks and using a variety media-
 following: Primary colors (yellow, red, blue). Secondary colors (orange, green, purple/violet); created by mixing primary colors (yellow + red = orange). Warm colors (yellow, orange, red) and cool colors (blue, green, violet). Intermediate (tertiary) colors; created by mixing selected primary and secondary colors (yellow + green = yellow-green). Tints and shades (to show color value, monochromatic color schemes). Complementary color pairs. Language of color. Analogous colors. Hue, value, and intensities of color. Color-tone scales (dark to light, orange to red, low to high intensity, etc.). Neutrals and semi-neutrals (such as red and green to produce browns; purple and yellow to produce earth tones and grays). Advancing and receding color in space. High key (tints) and low-key (shades). Identify, define, psychology of color by looking at artworks from western and non-western cultures. 	 Primary colors (yellow, red, blue). Secondary colors (orange, green, purple/violet); created by mixing primary colors (yellow + red = orange). Warm colors (yellow, orange, red) and cool colors (blue, green, violet). Intermediate (tertiary) colors; created by mixing selected primary and secondary colors (yellow + green = yellow-green). Tints and shades (to show color value, monochromatic color schemes). Complementary color pairs. Language of color. Analogous colors. Hue, value, and intensities of color. Color-tone scales (dark to light, orange to red, low to high intensity, etc.). Neutrals and semi-neutrals (such as red and green to produce browns; purple and yellow to produce earth tones and grays). Advancing and receding color in space. High key (tints) and low-key (shades). Apply, combine, and interpret the psychology of color within an artwork from western and non-western cultures. 	 the following for a specific purpose Primary colors (yellow, red, blue Secondary colors (orange, green, purple/violet); created by mixing primary colors (yellow + red = orange). Warm colors (yellow, orange, red and cool colors (blue, green, violet). Intermediate (tertiary) colors; created by mixing selected prima and secondary colors (yellow + green = yellow-green). Tints and shades (to show color value, monochromatic color schemes). Complementary color pairs. Language of color. Analogous colors. Hue, value, and intensities of color. Color-tone scales (dark to light, orange to red, low to high intensity, etc.). Neutrals and semi-neutrals (such as red and green to produce browns; purple and yellow to produce earth tones and grays). Advancing and receding color in space. High key (tints) and low-key (shades).

2.0	3.0	4.0
The student will:	The student will:	The student will:
	esign, Graphic Design, Digital Ph	
<u>Competency 1</u> : Visual Art Skills and to create original works of art in two an	Techniques - Analyze, apply, and evaluat	te the skills and techniques of visual ar
	id how to use different types of art materia	als and tools.
In addition, you can answer the followin		
	ct or influence the meaning of an artwork'	
	s is impact the quality of work? What is q	uality?
 How will you evaluate or assess you Mimic skills and techniques to 	 skills? Explore and demonstrate different 	Teach skills and techniques.
 create. Recognize medium and techniques used by artist in an artwork. Selects a variety of media and techniques to create for specific purposes. Recognize perceptual skills (to create imagery from observation), imagination, and forming skills to achieve specific purposes in drawing, photography, graphic art, painting, sculpting, etc) Recognize a variety of photographic and digital media 	 skills and techniques to create. Interpret the meaning of an artwork and explain how the medium and techniques used influences the meaning. Selects and applies a variety of media and techniques to create for specific purposes. Apply perceptual skills (to create imagery from observation), imagination, and forming skills to achieve specific purposes in drawing, photography, graphic art, painting, sculpting, etc) 	 Conduct personal research to develop new skills and technique Analyze the medium and techniques used by a given artist describe how its use influences t meaning of the work, and apply that understanding when creating artworks. Justify applied medium and techniques used to create for specific purposes. Create using perceptual skills (to create imagery from observation imagination, and forming skills t
techniques to develop compositions for the purposes of expression.	 Apply a variety of photographic and digital media techniques to develop compositions for the purposes of expression. 	 achieve specific purposes in drawing, photography, graphic a painting, sculpting, etc) Create using a variety of photographic and digital media techniques to develop compositions for the purposes of expression.

 errork that uses elements from explored artist. erement influence art being made today? re, places, and time influence my work? n, when, and why?) I critiques works of art in a variety of rorks of art diverse artists, nes. the work of an the work of an
 re, places, and time influence my work? n, when, and why?) I critiques works of art in a variety of rorks of art diverse artists, nes. the work of an Creates own style and develop an artist statement that artist influences on your work. Selects, examines, and critiques historically significant works of art by variety of artists, in a variety of styles- and from a variety of cultures and times; examines and critiques the
 re, places, and time influence my work? n, when, and why?) I critiques works of art in a variety of rorks of art diverse artists, nes. the work of an Creates own style and develop an artist statement that artist influences on your work. Selects, examines, and critiques historically significant works of art by variety of artists, in a variety of styles and from a variety of cultures and times; examines and critiques the
 n, when, and why?) I critiques works of art in a variety of vorks of art diverse artists, nes. the work of an Creates own style and develop an artist statement that artist influences on your work. Selects, examines, and critiques historically significant works of art by variety of artists, in a variety of styles- and from a variety of cultures and times; examines and critiques the
 Creates own style and develop an artist statement that artist influences on your work. Selects, examines, and critiques historically significant works of art by variety of artists, in a variety of styles and from a variety of cultures and times; examines and critiques the
 works of art in a variety of statement that artist influences on your work. Selects, examines, and critiques historically significant works of art by variety of artists, in a variety of styles- and from a variety of cultures and times; examines and critiques the
 works of art in a variety of statement that artist influences on your work. Selects, examines, and critiques historically significant works of art by variety of artists, in a variety of styles- and from a variety of cultures and times; examines and critiques the
 he artist's relationships between these works and a larger group of artworks. Examines and justifies (with teacher's direction and support) how personal aesthetic choices in visual arts are influenced by geography, culture, and history.
 from diverse nal visual Appraise information and apply to create original artworks. Appraise, combine and select sketch that best solves artistic problem. Analyze and justify choice of the elements, skill, foundations, and techniques of visual arts, the principles of design, and personal experience used to create original artworks. Analyzing: Do I see any patterns in what I did? Evaluating: How well did I do?
rk ul ld rk

 In other words A guided process In addition, you can answer the follo What do you see? What does it make you think abc What does it make you wonder? What are relationships between t What are relationships between t 	wing questions:	ce it?
 Repeat, and describe art vocabulary when critiquing artworks. The process: Engages the senses actively and purposefully while experiencing visual arts. Describes what is perceived and experienced through the senses (seen, felt, smelled, tasted, and/or heard). Analyzes the use and organization of elements, principles of design, and foundations. Interprets meaning based on personal experiences. Evaluates the artwork. 	 Chooses and demonstrate art vocabulary when critiquing artworks. The process: Engages the senses actively and purposefully while experiencing visual arts. Describes what is perceived and experienced through the senses (seen, felt, smelled, tasted, and/or heard). Analyzes the use and organization of elements, principles of design, and foundations. Interprets meaning based on personal experiences, and background knowledge. Evaluates and justifies by using supportive evidence within the artwork. 	 Justifies use of art vocabulary and constructs a formal written response when critiquing artworks. The process: Engages the senses actively and purposefully while experiencing visual arts. Describes what is perceived and experienced through the senses (seen felt, smelled, tasted, and/or heard). Analyzes the use and organization of elements, principles of design, and foundations. Interprets meaning based on personal experiences, background knowledge, and research. Evaluates and justifies by using supportive evidence, historical relevance, and aesthetic criteria.

In other words Create works c	his/her understanding when creating artwor f art with meaning and intention	<u>KS.</u>
In addition, you can answer the fo		
 What is our motivation for creating the second secon		
 How do artworks communica 		
 What types of messages do ar 		
	mpacted by the composition, material and c	ontext in which it was made?
 What messages do I want to c 		Sincert in which it was made?
 Identify and describe themes within artworks of original and the artist's choices used for communicating the theme/message. Defines and determines how an artistic work communicates a specific purpose or idea. Select big ideas or themes to create art around. Selects media, materials, and resources to communicate for a specific purpose (purpose defined by teacher). Works alone or in collaboration with others (and with the teacher's guidance and mentoring) to plan visual artworks in a variety of media to communicate for a specific purpose. Selects and apply the elements of visual arts to communicate for a specific purpose. 	 Compare and contrast artworks that communicate for a similar purpose and the artist choices used for communicating this theme/message. Demonstrates how an artistic work communicates a specific purpose or idea. Develop personal artwork that communicate a big idea or theme and expresses his/her view on a social issue, such as homelessness, and pollution.) (Identity, fantasy, war, peace, etc) Applies (with teacher's guidance and mentoring) media, materials, and resources deliberately to communicate for a specific purpose. Works alone or in collaboration with others (and with the teacher's guidance and mentoring) to plan and create visual artworks in a variety of media to communicate for a specific purpose. Explains how the deliberate use of the elements of visual arts communicates for a specific purpose. 	 Defends choices of artistic/design in artworks that communicate for a similar purpose. Examines and defends how an artistic work communicates a specific purpose or idea. Defend and justify a personal artwork that communicates a big idea or theme Justify the use of media, materials, and resources to deliberately communicate for a specific purpose. Works alone or in collaboration with others (and with the teacher's guidance and mentoring) to plan, create and critiques visual artworks i a variety of media to communicate for a specific purpose. Evaluates and explains how the deliberate use of the elements of visual arts communicates for a specific purpose.
Competency 6: Aesthetic Inquir	y - Define, analyze, and evaluate art and it	value.
n other words		
Answer the following questions: What is your definition of art a How does your work meet you What is the purpose of art? What is art? What makes art valuable?		
How do we decide?		
Who decides?		
 Defines art. Identify who decides arts value. 	 Classify the qualities that make a visual artifact art within your definition. Compare and contrast the function, content, and context within various artworks. 	 Justify your definition of art and give examples that support your definition.

<u>Competency 7: Elements of Design</u> - Create, analyze, and evaluate the elements of visual arts when producing a work of art. Elements of Visual Art: Line, Shape, Value, and Texture

In other words... Create using the elements of design. In addition, you can answer the following questions: What are the elements of art? What is their purpose? How do the elements effect composition? How do artists use the elements of art? What are relationships between the subject and the art elements?

Identify and define the	Identify, Define, and apply the elements	Identify, Define, apply, and analyze the
elements when viewing art.	when creating art.	elements when creating art.
Line	Line	Line
Selects and produces	Uses qualities of line in combination	• Uses qualities of line in combination
qualities of line around a	with other elements to create an	with other elements to create a series
theme that he/she defines.	artwork around a specific theme that	of artworks around a specific theme
Texture	he/she defines.	that he/she defines and justifies
Creates a variety of textures	Texture	his/her choice of line used.
in works of two- and three-	• Differentiates between, selects, and	 Analyzes how line impacts the
dimensional art, and in a	produces a variety of textures in	expressive qualities of a variety of
variety of media to	various environments, in works of	artworks of different artists, cultures,
demonstrate and portray:	two- and three- dimensional art, and	and styles.
 Visual/implied 	in a variety of media to demonstrate	Texture
texture.	and portray:	• Examines, uses, and justifies texture
o Actual texture.	o Visual/implied texture.	in combination with other elements
Value	o Actual texture.	in a series of artworks (in a variety of
• Creates a range of values in a	Develops textures realistically,	media, styles, and subject matter) that
work of art in a chosen	imaginatively, expressively, and	were designed around a theme that
medium.	abstractly in works of art in choice	he/she selected,
 Creates a range of values to 	of media, style, and subject matter.	Value
demonstrate/establish:	Value	• Justifies and analyzes use of value in
o The illusion of form	Uses value in combination with	two-and/or three-dimensional
on a two-	other arts elements around a theme	artworks in chosen style, art form,
dimensional surface.	he/she selects.	media, and subject matter to
o The illusion of	Creates a range of values in two-	demonstrate/establish:
depth/space	and/or three-dimensional artworks	o The illusion of form on a
(foreground, middle	in chosen style, art form, media, and	two-dimensional surface.
ground, and	subject matter to	• The illusion of depth/space
background).	demonstrate/establish:	(foreground, middle ground,
 Shadows and a 	• The illusion of form on a	and background).
source of	two-dimensional surface.	 Shadows and a source of
illumination in	 The illusion of depth/space 	illumination in artworks.
artworks.	(foreground, middle ground,	 Focal point.
o Focal point.	and background).	o Modeling techniques.
o Modeling	 Shadows and a source of 	o Mood.
techniques.	illumination in artworks.	o Tension.
o Mood.	o Focal point.	 Dynamic lighting.
o Tension.	 Modeling techniques. 	Space/Form
• Dynamic lighting.	o Mood.	 Critiques and justifies the use of
Shape/Form	o Tension.	shapes and/or forms in a variety of
 Selects and produces shapes 	Shape/Form	artworks.
and forms, to demonstrate:	 Uses shapes/forms in combination 	Selects and produces shapes and
o Geometric shapes	with other elements to create	forms in a variety of styles, artwork,
and forms.	artworks around a specific theme	and media, including digital media, to
• Organic shapes and	that he/she defines.	demonstrate:
forms.	 Selects and produces shapes and/or 	 Geometric shapes and forms.
o Positive and	forms expressively in a variety of	 Organic shapes and forms.
negative shapes.	two- and three-dimensional	 Positive and negative shapes.

dimensional surface. o Realism. o Edges and implied edge	ges.
 Apply the principles of design. In addition, y purpose in art? How do those provide the principles of design when creating art. Identifies types of balance found in nature, in man-made environments, and in works of art. Develops and creates works of art. Develops and creates works of art in a variety of two- and three-dimensional media by using and combining: Variety Unity (Developed through the use of similarities in composition) Balance (symmetrical, asymmetrical, and radial) Proportion Scale Emphasis (developed through the use of contrast of color, size/placement, balance, proportion, and movement/rhythm) Juxtaposition Re-contextualization Appropriation 	you can answer the following question: What are
1	 Realism. Edges and implied edges Visual Organization - Create, a serk of art. Inciples of design. In addition, y purpose in art? How do those performance of design when creating art. Identifies types of balance found in nature, in man-made environments, and in works of art. Develops and creates works of art. Develops and creates works of art in a variety of two- and three-dimensional media by using and combining: Variety Unity (Developed through the use of similarities in composition) Balance (symmetrical, asymmetrical, and radial) Proportion Scale Emphasis (developed through the use of contrast of color, size/placement, balance, proportion, and movement/rhythm) Juxtaposition Re-contextualization

HEALTH & WELLNESS

2.0 The student will:	3.0 The student will:	4.0 The student will:
	Health	
	te the ability to read food labels to enhanc bugh nutritional choices. Predict the health of not doing so.	
In other words You can read a label	and explain the impacts nutrition has on h	nealth.
 Recognize serving size, fat ("good" fat and "bad" fat), calories, calories from fat, daily value, dietary fiber, carbohydrates, sugar, and protein, on a food label Identify the impacts nutrition has on health Identify food that can be eaten frequently, moderately, and scarcely Identify the benefits of having a healthy diet and lifestyle Identify the consequences of having an unhealthy diet and lifestyle 	 Explain how serving size, fat ("good fat" and "bad fat"), calories, calories from fat, daily value, dietary fiber, carbohydrates, sugar, and protein on a food label help determine the healthiness of a food Explain the impacts nutrition has on health Classify food that can be eaten frequently, moderately, or scarcely Compare and contrast the benefits of having a healthy diet and lifestyle and the consequences of having an unhealthy diet and lifestyle 	 Create a plan, document, etc., to educate others on how to determine a food's healthiness through analyzing fat ("good fats" and bad fats"), calories, calories form fat, daily value, dietary fiber, carbohydrates, sugar, and protein on a food label Analyze the impacts nutrition has on health Create a guide, resource, etc. to educate others about food that can be eaten frequently, moderately, or scarcely Create a resource to educate others, or persuade someone why they should eat healthy (include the benefits of having a healthy diet and lifestyle and the consequences of having an unhealthy diet and lifestyle)

<u>Competency 2 – Substance Abuse</u>: Describe the effects of alcohol, tobacco, and other drug use along with possible causes of drug use/addiction and myths regarding drug use. Demonstrate skills and apply decision-making and problem-solving steps to avoid or deal with hypothetical problems related to alcohol, tobacco, and other drug use.

 Identify myths regarding drug use Identify short-term and long-term effects of alcohol, tobacco, and other drug use on the individual and his/her loved ones Identify possible causes of drug use/addiction Identify basic characteristics of different categories/types of commonly abused drugs Identify and reproduce strategies to avoid alcohol, tobacco, or drug use 	 Explain how myths regarding drug use can affect people Summarize short-term and long- term effects of alcohol, tobacco, and other drug use on the individual and his/her loved ones. Explain possible causes of drug use/addiction Classify drugs into categories Infer or explain possible causes of drug use/addiction Explain and/or demonstrate strategies to avoid alcohol, tobacco, and drug use 	 Analyze why myths regarding alcohol, tobacco, and other drug use exist and their impact Analyze the short-term and long-term impacts of alcohol, tobacco, and other drug use Analyze life circumstances that can impact and/or increase a person's likelihood of beginning to use drugs and getting addicted to them Create a guide that organizes and provides rationale about why commonly abused substances belong in the different categories Create a plan and/or implement strategies into commonly faced situations to avoid/deal with alcohol, tobacco, or other drug use
Define and describe different types of al and strategies for avoiding and dealing v In other words You can explain what	buse and bullying, and their effects on ind	ividuals and communities. Apply skills

In other words... You can explain myths, causes, and consequences of drug use along with demonstrating skills that can prevent drug use.

<u>Competency 4 – Mental Illness</u>: Describe mental illnesses and analyze their impact on personal, family, and community health. Describe communication and coping skills used to deal with different emotions.

In other words... You can explain causes and impacts of different types of mental illness on individuals, families, and the community.

Define mental illness	• Explain how mental illnesses are	• Hypothesize and/or analyze what
Define stigma	classified	mental illness is and why it can be
 Identify and/or define causes, symptoms, and treatment options 	 Explain stigma and how it can affect mental illness 	stigmatized by society
	a din di sutti te ne ne di terre se con este seminariana di Aliberta de la contra de la contra de la contra de	Analyze causes, symptoms, and
for depression, suicide, and other mental illnesses	• Explain causes, symptoms, and treatment options for depression,	treatment options for depression, suicide, and other mental illnesses
 Identify how depression, suicide, 	suicide, and other mental illnesses	 Hypothesize and/or analyze how
and other mental illnesses affect	• Explain how depression, suicide,	depression, suicide, and other
the person with the illness along with family, friends, and the community	and other mental illnesses affect the person with the illness along family, friends, and the	mental illnesses affect the person with the illness along family, friends, and the community
 Identify characteristics of different 	community	Create a plan and/or implement
emotions	Explain and/or demonstrate	strategies into situations to help
• Identify strategies to deal with	strategies to help deal with	deal with mental illness and
different emotions	different emotions and mental illness	different emotions

<u>Competency 5 Injury, Illness, and Disease Prevention</u>: Describe how first aid, C.P.R., accessing health information and appropriate health promoting products and services, and other health practices and strategies can prevent, minimize, or treat possible illnesses, injuries and diseases. Identify social influences that encourage or discourage positive health behaviors.

In other words... You can execute strategies and explain how to prevent, minimize, or treat illnesses, injuries, and diseases.

 -Identify basic first aid and C.P.R. strategies -Identify strategies to prevent injury, illness, and disease -Identify the causes of different injuries, illnesses and diseases -Identify treatment options for different injuries, illnesses, and diseases -Identify influences that encourage healthy decisions -Identify influences that encourage unhealthy decisions -Find/recognize health facilities or places in the area that can help with different health information -Find/Recognize sources that are valid and reliable 	 -Explain and/or demonstrate first aid and C.P.R. strategies -Explain strategies to prevent injury, illness, and disease -Explain the causes of different injuries, illnesses and diseases -Explain treatment options that encourage unhealthy decisions -Compare and contrast influences that encourage healthy decisions and unhealthy decisions -Locate health facilities in the area and explain how they can help with different health issues -Find resources you can access and use for health information and explain the importance of staying up to date with current health information -Explain how to know if a source is valid and reliable 	 -Execute first aid and C.P.R. strategies and analyze how these strategies can help someone -Analyze the importance of being able to prevent, identify causes, and treat different injuries, illnesses, and diseases -Persuade someone of the importance of making healthy decisions or analyze influences that encourage healthy decisions and unhealthy decisions -Locate health facilities in the area and critique how effective you think they are in helping with different health issues -Analyze the impact valid and reliable health facilities and other resources have in enhancing people's health -Analyze and/or evaluate the reliability and validity of different health resources
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Competency 6 – Human Reproduction: Summarize the symptoms, modes of transmission, and consequences of sexually transmitted infections. Summarize and explain human reproduction, laws related to the sexual behavior of young people, and strategies to avoid sexual intimacy and unwanted pregnancy. Evaluate the physical, social, emotional, legal, and economic impacts sexual intimacy, STIs, teen pregnancy, and teen parenting have on personal lifestyle, goal achievement, friends, and family members.

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 -Define STIs -Identify types, causes, and effects of STIs -Identify strategies that can prevent getting STIs -Identify situations that increase chances of getting STIs -Identify different communication skills that can be used to avoid STIs -Describe the process of human development from the time of conception to puberty -Describe the human reproductive process. -Identify sexual reproductive organs in the female and male -Identify physical, social, emotional, economic, and legal impacts of sexual intimacy -Identify coping strategies for impacts of sexual intimacy 	 -Explain types, causes, and effects of STIs -Explain and/or demonstrate how to avoid and/or deal with situations that increase chances of getting S.T.1.s -Explain and/or demonstrate communication skills that can be used to avoid STIs -Explain the process of human development from the time of conception to the puberty -Explain the human reproductive process. -Locate and explain the roles of the sexual reproductive organs in the female and male in the human reproductive process -Explain the social, physical, economic, emotional, and legal impacts of sexual intimacy -Explain coping strategies for impacts of sexual intimacy 	 -Analyze the causes, effects, and treatments of STIs -Create a plan or implement strategies into situations to avoid and/or deal with situations that increase chances of getting STIs -Execute different communication skills that can be used to avoid STIs and HIV and/or analyze how they can help prevent getting STIs -Create a guide to educate others about and/or analyze the human reproductive process -Create a guide to educate others about the locations and roles of the sexual reproductive organs in the female and male in the human reproductive process -Hypothesize and/or analyze the social, physical, economic, emotional, and legal impacts of human development from the time of conception to puberty and sexual intimacy and how to cope with those impacts -Implement strategies into situations to avoid unwanted sexual intimacy
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2.0 The student will:	3.0 The student will:	4.0 The student will:
	Physical Education	
Competency 1 - Flexibility: Participate . overall health.	safely in activities that build flexibility an	d explain the importance of flexibility to
	vities that build flexibility and can explai	n their importance to health.
execute activities that build flexibility an person.	onents and is therefore a crucial part of o d explain its importance to the body is a c	rucial part of being a physically literate
 I can execute the skill with guidance. Follow someone's lead to safely stretch at different muscle groups while performing static and dynamic stretching Follow workouts that build flexibility Identify benefits of flexibility to overall health and when it is appropriate and necessary to stretch 	 I can execute the skill without needing much guidance. Execute a series of stretches safely that stretch different muscles while performing static and dynamic stretching with control Execute workouts that build flexibility with control Explain benefits of flexibility to overall health and when it is appropriate and necessary to stretch 	 <u>I can execute the skill effectively on my</u> <u>own, without needing guidance, and can</u> <u>model it to others.</u> Demonstrate static and dynamic stretching with effective technique to stretch different muscles at the proper times to enhance a workout Integrate static, dynamic, and/or ballistic stretches into a workout to stretch the areas of the body Perform flexibility activities in a real world setting (i.e. – yoga class at a yoga studio) Analyze the impacts flexibility has on overall health.

<u>Competency 2 - Cardiovascular Endurance</u>: Participate safely in activities that build cardiovascular fitness and explain the importance of cardiovascular fitness to overall health.

In other words... You participate in activities that build cardiovascular fitness and can explain their importance to health.

Cardiovascular fitness is one of the five fitness components and is therefore a crucial part physical fitness. Being able to execute activities that enhance and build cardiovascular fitness and explaining its importance to the body is a critical part of being a physically literate person.

I can execute the skill with guidance.	I can execute the skill without needing much guidance.	I can execute the skill effectively on my own, without needing guidance, and can
 Follow someone who is pacing Duplicate workouts that build cardiovascular fitness Identify the benefits of cardiovascular fitness to overall health 	 Execute pacing Execute workouts that build cardiovascular fitness Explain the benefits of cardiovascular fitness to overall health 	 model it to others. Model pacing techniques and pace yourself to stay in your target heart rate zone for a goal time Demonstrate workouts with effective technique that build cardiovascular fitness Analyze the impacts cardiovascular fitness has on overall health Perform cardio-respiratory activities in the real world (i.e. – jogging in a park)

<u>Competency 3 - Muscular Strength and Endurance</u>: Participate safely in activities that build muscular strength and endurance and explain the importance of muscular strength and endurance to overall health.

In other words... You participate in activities that build muscular strength and endurance and can explain their importance to health.

Muscular strength and endurance are two of the five fitness components and are therefore a crucial part of overall physical fitness. Being able to execute activities that enhance and build muscular strength and endurance and explaining its importance to the body is a crucial part of being a physically literate person.

I can execute the skill with guidance.	I can execute the skill effectively	I can execute the skill effectively on my
 Follow someone's lead to complete exercises or duplicate exercises that build muscular strength and endurance Identify the benefits of muscular strength and endurance to overall health 	 without needing much guidance. Execute workouts that build muscular strength and endurance Explain the benefits of muscular strength and endurance to overall health 	 <u>own, without needing guidance, and can</u> <u>model it to others.</u> Model exercises with effective technique to build muscular strength and endurance Integrate exercises for a specific muscle groups into a workout to target different muscle groups Perform activities that build muscular endurance in the real world (i.e. lifting weights at a gym) Analyze the impacts of muscular endurance on the body

<u>Competency 4 – Target Heart Rate Zone</u>: Identify the importance of the heart rate and the target heart rate zone to fitness and health.

In other words... You can perform workouts in your target heart rate zone and can explain their importance to fitness.

The target heart rate zone helps you to know whether the work you put into a workout is at the level needed to receive the health related benefits of exercise and to improve fitness. Therefore, being able to identify your target heart rate zone and using it to enhance a workout is a crucial component of being physically literate.

I can execute the skill with guidance.	I can execute the skill effectively without needing much guidance.	<u>I can execute the skill effectively on my</u> own, without needing guidance, and can
 Follow someone's lead to exercise in your target heart rate zone for some time to receive mental/intellectual, emotional, and physical benefits Identify the numbers to stay between for your target heart rate zone for a one minute count and ten second count. Identify the different heart rate zones Identify the emotional, physical and intellectual benefits of working out in your target heart rate zone for 20- 30 minutes. Identify the importance of your heart rate in your workout along with gaining health related benefits of exercise and improving fitness. 	 Execute a workout in your target heart rate zone for most of a workout to receive mental/ intellectual, emotional, and physical benefits Explain how to find your target heart rate zone for a one minute count and ten second count and find your heart rate during a workout. Explain how training in the different heart rate zones affects your body. Explain the emotional, physical, and intellectual benefits of working out in your target heart rate zone for 20-30 minutes. Explain the importance of your heart rate in gaining health related benefits of exercise and improving fitness 	 <u>model it to others.</u> Demonstrate and model a workout with effective technique in your target heart rate zone during all expected parts of a workout to receive mental/ intellectual, emotional, and physical benefits Monitor your heart rate throughout a workout using a ten second count or minute count to keep your heart rate in the target heart rate zone for the expected parts of the workout Analyze how working out in the different heart rate zones will impact your body Analyze the emotional, physical, and intellectual benefits of working out in your target heart rate zone for 20- 30 minutes. Use knowledge of heart rate zones to enhance workouts in the real world

<u>Competency 5 – Exploring Fitness Acti</u> physical activities by accessing valid heal factors that influence your fitness behavio <u>In other words</u> You find value in livin Physical activities offer great opportunitie value in living a physically active life and crucial component in being a physically li	th information, health facilities that prom or. g a physically active life and explore dif es to enhance leadership, social skills, and finding personally rewarding activities to iterate person.	note physical activity, and analyzing ferent ways to be physically active. d personal growth. Being able to find
 Identify physical activities you enjoy and value Recognize the value of physical activity for health Identify positive social benefits of exercise Follow someone's lead to exhibit personal and social behavior that respects self and others Identify physical activities that challenge you and are personally rewarding Identify how fitness facilities, parks, events, and other fitness places can help you participate in activities you enjoy and value Identify resources (ex: equipment; fitness classes, etc.) you can access and use to help you with your workouts and fitness knowledge 	 Find and participate in activities you enjoy and value Explain the value of physical activity for health Explain social benefits of exercise Exhibit responsible personal and social behavior that respects self and others Explain how participating in physical activities that challenge you and are personally rewarding Explain how fitness facilities, parks, events, and other fitness places can help you participate in activities you enjoy and value Find resources (ex: fitness equipment/classes) you can access and use to help you with physical activities(s) you enjoy and explain how they can help you 	 Demonstrate effective technique in activities you enjoy and value Analyze the positive value physical activity has on health Analyze the positive social impacts of exercise Lead others in responsible personal and social behavior that respects self and others Analyze why/how you think physical activities that challenge you are personally rewarding Lead others in responsible personal and social behavior that respects self and others Evaluate the impact fitness facilities, parks, events and other fitness places have in helping you and the community develop healthy behaviors Find and analyze the impacts fitness resources you can access and use (ex: equipment; fitness classes, etc.) have in helping you and value

<u>Competency 6 – Impacts of Exercise</u>: Explain how regular participation in moderate to vigorous physical activity affects the body along with the benefits of physical activity and the consequences of low activity/inactivity on the body systems.

In other words... You can explain the effects and benefits exercise has on the body and what the dangers are of low or no exercise.

Living a physically active life provides many benefits to the body. Being able to explain these benefits, especially on the cardiovascular, muscular, skeletal, and respiratory systems, along with the dangers of not living a physically active life is a crucial component of being a physically literate person.

 Follow someone's lead to display moderate and vigorous exercise and identify the difference between the two Identify how moderate and vigorous exercise affect the cardiovascular system, muscular system, respiratory system, and skeletal system. Identify dangers of low/no physical activity Identify the parts of the body that benefit and are affected by different exercises. 	 Display moderate and vigorous exercise and explain the difference between the two of them. Explain how moderate and vigorous exercise affect the cardiovascular system, muscular system, respiratory system, and skeletal system. Explain dangers of low/no physical activity Explain parts of the body that benefit and are affected by different exercises. 	 Demonstrate moderate and vigorous exercise and analyze the benefits of each Analyze how moderate and vigorous exercise affects the cardiovascular system, muscular system, respiratory system, skeletal system. Analyze the impacts of low or no physical activity Evaluate the impacts that different exercises have on different parts of the body
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<u>Competency 7 – Fitness Goal</u>: Create a fitness goal and design a fitness plan that involves the training principles to work towards the goal. Demonstrate the ability to reflect and self-assess while working towards the goal.

In other words... You can create a fitness goal and plan to enhance your fitness.

Being able to self-assess your fitness level, set realistic fitness goals and plans and reflect on your progress towards achieving those goals is a crucial component of maintaining and/or increasing your overall physical fitness.

• Identify areas of fitness you feel	• Classify areas of fitness you feel	Evaluate areas of fitness you are
you are competent in and areas you should improve upon.	you are competent in and areas you should improve upon.	competent in and areas of fitness you should improve upon and make
• Set a fitness goal that helps your	• Create a fitness goal to enhance	a plan to improve
 fitness Identify the importance of fitness 	 your fitness Explain the importance of fitness 	Create a fitness plan to work towards a personal fitness goal.
goals and fitness plans to overall health.	goals and fitness plans to overall health	 Implement the training principles in a fitness plan and analyze and
• Define the training principles	• Summarize the training principles.	predict how they will affect the
 Recognize how the training principles can be helpful in creating a fitness plan 	 Implement the training principles in a fitness plan. Explain your fitness abilities 	 program. Critique your fitness plan and ways it did or did not work.
 Identify your fitness abilities. Identify how much effort is put into your workouts. 	Estimate how much effort you put into your workouts	• Analyze your fitness abilities and why you think you excel or struggle with different fitness areas
		 Critique the effort you put into a workout.

<u>Competency 8 – Fueling vour Body</u>: Identify how proper nutrition benefits physical activity and overall health.

In other words... You can enhance your fitness and health through nutritional choices.

Proper nutrition is a critical to being physically active as your body needs energy provided by the five food groups to perform to its potential. Being able to identify food that enhances your body's ability to perform work is a crucial component in being physically literate.

• Identify how food provides energy to the body	• Explain how food provides energy to the body	Create a nutrition plan that will enhance your fitness
 Identify the importance of the different food groups (especially proteins and carbohydrates) to physical activity Identify the benefits of eating healthy and the dangers of eating unhealthy Identify the role nutrition has in a healthy, active lifestyle 	 Explain the importance of the different food groups (especially proteins and carbohydrates) to physical activity Explain the benefits of eating healthy and the dangers of eating unhealthy Explain the role nutrition has in a healthy, active lifestyle 	 Evaluate the impact food has on the body Analyze the importance of the different food groups (especially proteins and carbohydrates) to physical activity Analyze the benefits of eating healthy and the dangers of eating unhealthy Analyze the role nutrition has in a healthy, active lifestyle

2.0 The student will:	3.0 The student will:	4.0 The student will:
St	udent and Community Outreach	
	ent will be able to develop and display leader	
	reaching goals.	 and can implement strategies to strengthen them. -I understand the implications of the decisions I make and consistently honor personal values in my decision- making. -I demonstrate the ability to use resources and values to prioritize and reach goals.

<u>Competency 2 – Service Learning Projects</u>: Students will create and implement Service Learning Projects to better FlexTech School Culture and the community.

 -I can identify the importance of helping others and when help in needed. -I can define an issue in school and/or society. -I can identify the importance of taking others' perspectives into account. -I can identify the importance of accepting feedback while working to help others. -I am beginning to demonstrate grit and can recognize its importance in helping others. -I can recognize when I need help working towards helping others. 	 -I can explain the needs of others in school and in the community. -I can explore issues in school and/or society and work towards improving them. -I can explain the importance of taking others' perspective into account. -I can accept feedback while working to help others. -I can demonstrate grit and can explain its importance in helping others. -I pursue help when I need it while helping others. -I seek and pursue helping when I need it while helping others. 	 -I can evaluate the needs of others in school and the community and create solutions to help. -I actively work to better issues in the school and or society. -I consistently take others' perspectives into account when making decisions. -I consistently accept and provide meaningful feedback when working to help others. -I model grit and can analyze the impacts grit has on accomplishing goals, especially regarding helping others. -I pursue help when I need it while helping others and provide help.
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<u>Competency 3 – School Events</u>: Students will create, promote, and participate in school activities to benefit school culture.

In other words... I can help create and participate in school activities that benefit school culture.

 -I can identify the importance of working with others to achieve a common goal. -I identify the importance of working with others to come up with school activities that benefit school culture. -I can identify the importance of taking others' perspectives into account. -I can mimic others' responsible and hard working actions while participating in activities that benefit school culture. -I can identify the need for conflict resolution, especially when planning and participating in school activities. 	 -I can work with others to achieve a common goal. -I can work with others to come up with school activities that benefit school culture. -I can explain the importance of taking others' perspective into account. -I can complete tasks while participating in activities that benefit school culture once taught how to do them. -I can help in resolving conflicts, especially when planning and participating in school activities. 	 -I can lead others in achieving a common. -I actively pursue and generate new ideas for school activities that benefit school culture. -I consistently take others' perspectives into account when making decisions. -I take initiative and model behavior that benefits school activities while participating in them. -I can take a leadership role and provide guidance in resolving conflict, especially when planning and participating in school activities.
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<u>Competency 4 – Community Service</u>: Students will create and participate in projects and activities that connect them to and serve the community

In other words... I can serve the community.

 -I can identify needs in the community -I can identify the importance of thinking of others and what their needs are. -I can mimic others' responsible and hard working actions while serving the community. -I can identify that decisions I make impact others in the community. 	 -I can explore needs in the community and work towards meeting those needs. -I am aware and think of others and what their needs are while knowing that they may be different then mine. -I can complete tasks while participating in activities that benefit and serve the community. -I am aware and make decisions that benefit and serve the community. 	 -l plan and take action to help meet the needs of others and the community regardless of race, sex, ethnicity, etc. -I take initiative and model behavior that benefits and serves the community. -I consistently model responsible and empathetic decisions that benefit the community.
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2.0 The student will:	3.0 The student will:	4.0 The student will:
	Yoga	
<u>Competency 1</u> : Students will be able to penefits.	practice Yoga poses and sequences to gain	physical, emotional, and intellectual
In other words You can practice yoga	poses and sequences.	
 I can execute the skill the guidance. -I can follow someone's lead to safely practice different yoga poses and sequences. 	 <u>I can execute the skill with control and</u> without needing much guidance after being taught the skill. I can execute Yoga poses and sequences with control after learning how to execute them. 	 I can execute the skill effectively on my own, without needing guidance, and can model it to others. I can execute Yoga poses and sequences effectively without guidance and can model the skills to others.
Competency 2: Students will be able to a sequences to gain physical, emotional, and	explore different resources to practice different	rent styles of yoga practices and
 -I can follow someone's lead to safely practice different yoga poses and sequences. -I can identify different resources such as Yoga Studios in the community, Yoga applications, blogs, websites, and others to help me execute Yoga poses by copying and replicating the movements. 	 -I can execute Yoga poses and sequences with control. -I can explore different resources such as Yoga Studios in the community, Yoga applications, blogs, and websites, and others to help me execute Yoga poses and sequences with control after learning from the sources. 	 -l can execute Yoga poses and sequences effectively without guidance and can model the skills to others. -I can explore different resources such as Yoga Studios in the community, Yoga applications, blogs, and websites, and others to enhance and refine my Yoga practice, and perform it with effective technique.
them to better their lives physically, emotion of the second seco	ionally and intellectually.	tice.
 -l can identify the Eight Limbs (Yamas, Niyamas, Asana, Pranayama, Pratyahara, Dharana, Dhyana, Samadhi) of Yoga. 	 -I can explain the Eight Limbs (Yamas, Niyamas, Asana, Pranayama, Pratyahara, Dharana, Dhyana, Samadhi) of Yoga and use them to help my practice. 	 -I can apply the concepts of the Eight Limbs (Yamas, Niyamas, Asana, Pranayama, Pratyahara, Dharana, Dhyana, Samadhi) of Yoga to enhance and refine my Yoga practice.

I

In other words You can identify and a	apply the four aims of life and the five afflic	tions to your practice.
 -I can identify the four aims of life and the five afflictions of yoga. 	-I can explain the four aims of life and the five afflictions of yoga and use them to help my practice.	• -I can apply the concepts of the four aims of life and the five afflictions of yoga to enhance and refine my Yoga practice.
	fitness goal relating to their yoga practick towards the goal. Students will also do the goal.	
	tness goal and plan relating to your yoga	a practice to enhance your
 -Identify areas of fitness you feel you are competent in and areas should improve upon. -Set a fitness goal that helps your yoga practice and fitness. -Identify the importance of fitness goals and fitness plans to overall health. -Define the training principles. -Recognize how the training principles can be helpful in creating a fitness plan. -Identify your fitness abilities. -Identify how much effort is put into your workouts. 	 -Classify areas of fitness you feel you are competent in and areas you should improve upon. -Create a fitness goal to enhance your fitness. -Explain the importance of fitness goals and fitness plans to overall health. -Summarize the training principles. -Implement the training principle in a fitness plan. -Explain your fitness abilities. -Estimate how much effort you put into your workouts. 	 -Evaluate areas of fitness you are competent in and areas of fitness you should improve upon and make a plan to improve. -Create a fitness plan to work towards a personal fitness goal the helps your yoga practice. -Implement the training principles in a fitness plan and analyze and predict how they will affect the program. -Critique your fitness plan and ways it did or did not work. -Analyze your fitness abilities and why you think you excel or struggle with different fitness areas. -Critique the effort you put into a workout.
	to identify how proper nutrition benefits our yoga practice through nutritional ch	
 -Identify how food provides energy to the body. -Identify the importance of the different food groups (especially proteins and carbohydrates) to physical activity. -Identify the benefits of eating healthy and the dangers of eating unhealthy. -Identify the role nutrition has in a yoga and in living a healthy, active lifestyle. 	 -Explain how food provides energy to the body. -Explain the importance of the different food groups (especially proteins and carbohydrates) to physical activity. -Explain the benefits of eating healthy. and the dangers of eating unhealthy. -Explain the role nutrition has in yoga and living a healthy, active lifestyle. 	 -Create a nutrition plan that will enhance your fitness. -Evaluate the impacts food has on the body. -Analyze the importance of the different food groups (especially proteins and carbohydrates) to physical activity. -Analyze the benefits of eating healthy and the dangers of eating unhealthy. -Analyze the role nutrition has in yoga and in living a

FOREIGN LANGUAGE

2.0 The student will:	3.0	4.0
The student will:	The student will: Spanish 1	The student will:
Competency 1: Students engage in cor	iversations, provide and obtain informatio	n, express feelings and emotions, and
exchange opinions in speaking and write	ling.	
In other words Puedes conversar en	español por escribir y hablar.	
 Effectively communicate about familiar topics related to self, home, family, friends, neighborhood, school, community, professions and environment. Communicate about present events. Communicate in sentence-length discourse using memorized phrases. 	 Effectively carry out everyday social and survival tasks that present no complications. Communicate about present and future events. Communicate in sentence-length discourse by recombining and reformulating learned phrases. Communicate in a way that may be understood by a native speaker that is accustomed to interacting with language learners. 	 Communicate about present and future events, as well as report a series of isolated events in the past. Communicate using a series of sentences that are grammatically correct and detailed.
Competency 2: Students understand an	d interpret written and spoken language o	n a variety of topics.
In other words Entiendes el español		
 Identify and restate the text type, topic, and main ideas of an authentic presentational or interpersonal oral, written, or signed text. 	• Summarize and explain the main ideas and some significant details of an authentic presentational or interpersonal oral, written, or signed text.	 Begin analyzing the main ideas and significant details of an authentic presentational or interpersonal oral, written, or signed text.
Competency 3: Students present inforn topics (songs, poems, stories, skits, post	nation, concepts, and ideas to an audience	A CONTRACTOR OF A CONTRACT
In other words Presentas en español	frente de una audiencia.	venement Mandavid Malakala eta ante y er anne verene verene verbanda kan han dat.
 Communicate in sentence-length discourse using memorized phrases in front of an audience. 	 Communicate in sentence-length discourse by recombining and reformulating learned phrases. Communicate in a way that may be understood by a native speaker that is accustomed to interacting with language learners. 	• Communicate using a series of sentences that are grammatically correct and detailed.
Competency 4: Students demonstrate a culture studied.	n understanding of the relationship betwee	en the practices and perspectives of the
n other words Entiendes las normas	y rutinas de paises hispanohablantes.	
 Identify and restate key events, norms, or routines (history, literature, arts, traditions, social 	• Explain key events, norms, or routines (history, literature, arts, traditions, social norms) of the	 Analyze norms and characteristics of the country or group being studied.

norms) of the country or group being studied.	country or group being studied.	
a studicu.	and the second secon	영화 1996년 1월 1997년 2월 2월 2월 1997년 1 1997년 1월 1997년 1 1997년 1월 1997년 1

In other words Entiendes los produc	tos de cultura y como reflejan la cultura c	le naises hisnanchablantas
 Identify and restate key products (geography, climate, culture icons, historical figures, daily needs, holidays, resources, currency) from countries where the target language is spoken. 	 Explain key products (geography, climate, culture icons, historical figures, daily needs, holidays, resources, currency) from countries where the target language is spoken. 	Analyze products (geography, climate, culture icons, historical figures, daily needs, holidays, resources, currency) from countries where the language is spoken.
Competency 6: Students reinforce and	further their knowledge of other disciplin	es through the foreign language.
In other words Comunicas sobre otr	os temas en español.	
Reinforce and restate previously learned content knowledge.	 Summarize previously learned content in detail. 	Analyze or discuss previously learned content.
foreign language and its cultures.	nation and recognize the distinctive viewp	· •
In other words Describes unos mater	iales que aparecen en español, y hablas d	e lo que reflejan sobre la cultura.
 Identify materials available only in the target language. 	 Describe materials available in the target language. 	 Reflect on what the materials reveal about culture and how one's own culture may impact their viewpoints.
Competency 8: Students demonstrate as studied and their own.	n understanding of the nature of language	through comparisons of the language
In other words Describes como el id	ioma español compara al inglés.	
 Identify and list similarities and differences between one's own language and the target language. 	 Describe the similarities and differences between one's own language and the target language. 	 Interpret cultural expressions, understanding that direct word- for-word translation does not always accurately convey meaning.
Competency 9: Students demonstrate an studied and their own.	n understanding of the concept of culture	
In other words Describes como la cu	ltura latina compara a la tuya.	
 Identify key cultural products and perspectives of a country or region. 	 Summarize and explain key cultural products and perspectives. 	• Analyze and demonstrate how the key cultural products and perspectives define the culture of a country or region.
Competency 10: Students use the langua	age both within and beyond the school set	tting.
In other words Usas el español en cla	se y en la comunidad.	
 Exchange information in the target language with people locally and around the world. Communicate in sentence-length discourse using memorized phrases. 	 Provide services to others in the school district through activities in the target language. Communicate in sentence-length discourse by recombining and reformulating learned phrases. Communicate in a way that may 	• Communicate using a series of sentences and short paragraphs that are grammatically correct and detailed.

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	be understood by a native speaker that is accustomed to interacting with language learners	
Competency 11: Students show evidence and enrichment.	e of becoming life-long learners by using	the language for personal enjoyment
In other words Exploras y disfrutas e	en materiales de interés en español.	

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The student will:	The student will:	The student will:
	Spanish 2	
Competency 1: Students engage in con exchange opinions in speaking and writ	versations, provide and obtain information information ing.	on, express feelings and emotions, and
In other words Puedes conversar en	español por escribir y hablar.	
 Effectively carry out everyday social and survival tasks that present no complications. Effectively communicate about familiar topics related to self, home, family, friends, neighborhood, school, community, professions and environment. Communicate about present and future events. Communicate in sentence-length discourse by recombining and reformulating learned phrases. Communicate in a way that may be understood by a native speaker. 	 Communicate about present and future events, as well as report a series of isolated events in the past. Communicate in sentences and short paragraphs that are grammatically correct and detailed. 	 Effectively carry out everyday social and survival tasks that present complications. Effectively communicate about topics beyond self and home; developing the ability to communicate about topics related to work, current events, and issues of personal and public interest. Communicate consistently about present and future events, as well as communicate inconsistently about past events. Speak with consistently correct pronunciation.
	n en met en president met en der en de en de de president en de	
<u>Competency 2</u> : Students understand and	d interpret written and spoken language of	on a variety of topics.
In other words Entiendes el español	que lees y escuchas.	
• Summarize and explain the main ideas of an authentic presentational or interpersonal oral, written, or signed text.	• Summarize and explain the main ideas and some significant details of an authentic presentational or interpersonal oral, written, or signed text.	• Begin analyzing the main ideas and significant details of an authentic presentational or interpersonal oral, written, or signed text.
Competency 3: Students present inform topics (songs, poems, stories, skits, poste		
In other words Presentas en español	frente de una audiencia.	
 Communicate in sentence-length discourse by recombining and reformulating learned phrases. Communicate in a way that may be understood by a native speaker. 	• Communicate in sentences and short paragraphs that are grammatically correct and detailed, with increasing complexity.	 Produce and present original compositions in the target language that are detailed, grammatically correct, and with increasing complexity. Speak with consistently correct pronunciation.
Competency 4: Students demonstrate ar culture studied.	understanding of the relationship betwe	en the practices and perspectives of the
In other words Entiendes las normas	y rutinas de paises hispanohablantes.	
 Identify and summarize key events, norms, or routines (history, literature, arts, traditions, social norms) of the country or group being studied. 	• Explain key events, norms, or routines (history, literature, arts, traditions, social norms) of the country or group being studied.	Analyze norms and characteristics of the country or group being studied.

<u>Competency 5</u>: Students demonstrate an understanding of the relationship between the products and perspectives of the culture studied.

In other words... Entiendes los productos de cultura y como reflejan la cultura de paises hispanohablantes.

- Identify and summarize key products (geography, climate, culture icons, historical figures, daily needs, holidays, resources, currency) from countries where the target language is spoken.
- Explain key products (geography, climate, culture icons, historical figures, daily needs, holidays, resources, currency) from countries where the target language is spoken.
- Analyze products (geography, climate, culture icons, historical figures, daily needs, holidays, resources, currency) from countries where the language is spoken.

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Competency 6: Students reinforce and further their knowledge of other disciplines through the foreign language.

In other words... Comunicas sobre otros temas en español.

• Summarize and explain previously learned content in detail.	 Analyze or discuss previously learned content. 	• Acquire and explain new content knowledge about familiar topics
	runed concert.	through the target language.

<u>Competency 7</u>: Students acquire information and recognize the distinctive viewpoints that are only available through the foreign language and its cultures.

In other words... Describes unos materiales que aparecen en español, y hablas de lo que reflejan sobre la cultura.

: materials	• Reflect on what the mate	• Describe the materials available in	• Identify materials available only in
e and how one's	reveal about culture and l	the target language, as well as the	the target language and acquire
npact their	own culture may impact	information acquired from them.	information.
1	own culture may in viewpoints	information acquired from them.	information.

<u>Competency 8</u>: Students demonstrate an understanding of the nature of language through comparisons of the language studied and their own.

In other words... Describes como el idioma español compara al inglés.

 Describe the similarities and differences between one's own language and the target language. 	Interpret cultural expressions, understanding that direct word- for-word translation does not always accurately convey	Use cultural expressions in the correct context, understanding that direct word-for-word translation does not always accurately convey
	meaning.	meaning.
Competency 9: Students demonstrate a	n understanding of the concept of culture	through comparisons of the cultures
studied and their own.		

In other words... Describes como la cultura latina compara a la tuya.

Identify key cultural products and		• Analyze and demonstrate how the
perspectives of a country or	cultural products and perspectives.	key cultural products and
region.		perspectives define the culture of a country or region.

In other words Usas el español en c	lase y en la comunidad.	
 Exchange information in the target language with people locally and around the world that is increasingly detailed and professional. Communicate in sentence-length discourse by recombining and reformulating learned phrases. Communicate in a way that may be understood by a native speaker that is accustomed to interacting with language learners 	 Provide services to others in the school district through activities in the target language in a way that is increasingly detailed and professional. Communicate in sentences and short paragraphs that are grammatically correct and detailed. 	 Provide services to the community in the target language. Speak with consistently correct pronunciation.
<u>Competency 11</u> : Students show eviden and enrichment.	ce of becoming life-long learners by using	, the language for personal enjoyment
In other words Exploras y disfrutas	en materiales de interés en español.	
 Identify careers where skills in another language or cross-cultural understanding are needed. Willingly use the target language within the classroom setting. Explore materials in the target language beyond the school 	 Seek out opportunities and use the target language with teachers, friends, or family outside of school. Use authentic materials in the target language and explore topics of personal interest. 	 Use authentic target language print materials and electronic media to explore topics of personal interest within the target culture. Investigate and present information to others about careers where skills in another language,

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The student will:	The student will: Advanced Spanish	The student will:
<u>Competency 1</u> : Students engage in con exchange opinions in speaking and writi	versations, provide and obtain information	n, express feelings and emotions, and
In other words Puedes conversar en		
 Effectively carry out everyday social and survival tasks that present no complications. Effectively communicate about familiar topics related to self, home, family, friends, neighborhood, school, community, professions and environment. Communicate about present and future events, as well as report a series of isolated events in the past. Communicate in sentences and short paragraphs that are grammatically correct and detailed. Communicate in a way that may be understood by a native speaker. 	 Effectively carry out everyday social and survival tasks that present some complications. Effectively communicate about topics beyond self and home; developing the ability to communicate about topics related to work, current events, and issues of personal and public interest. Communicate consistently about present and future events, as well as communicate about past events. Speak with consistently correct pronunciation. 	 Effectively carry out everyday social and survival tasks that involve multiple exchanges. Begin to communicate spontaneously about topics of interest. Communicate using advanced tenses.
In other words Entiendes el español		
 Summarize and explain the main ideas of an authentic presentational or interpersonal oral, written, or signed text. 	 Summarize and explain the main ideas and some significant details of an authentic presentational or interpersonal oral, written, or signed text. 	 Begin analyzing the main ideas and significant details of an authentic presentational or interpersonal oral, written, or signed text.
Competency 3: Students present inform topics (songs, poems, stories, skits, poste	ation, concepts, and ideas to an audience	
In other words Presentas en español		
 Communicate in sentence-length discourse by recombining and reformulating learned phrases. Communicate in a way that may be understood by a native speaker. 	 Communicate in sentences and short paragraphs that are grammatically correct and detailed, with increasing complexity. Speak with consistently correct pronunciation. 	 Produce and present original compositions in the target language that are detailed, grammatically correct, and with increasing complexity.
Competency 4: Students demonstrate ar culture studied.	n understanding of the relationship betwee	en the practices and perspectives of the
In other words Entiendes las normas	y rutinas de paises hispanohablantes.	
 Identify and summarize key events, norms, or routines (history, literature, arts, traditions, social norms) of the country or group being studied. 	• Explain key events, norms, or routines (history, literature, arts, traditions, social norms) of the country or group being studied.	• Analyze norms and characteristics of the country or group being studied.

<u>Competency 5</u> : Students demonstrate a culture studied.	n understanding of the relationship betwee	en the products and perspectives of the
	tos de cultura y como reflejan la cultura de	e paises hispanohablantes.
 Identify and summarize key products (geography, climate, culture icons, historical figures, daily needs, holidays, resources, currency) from countries where the target language is spoken. 	• Explain key products (geography, climate, culture icons, historical figures, daily needs, holidays, resources, currency) from countries where the target language is spoken.	• Analyze products (geography, climate, culture icons, historical figures, daily needs, holidays, resources, currency) from countries where the language is spoken.
Competency 6: Students reinforce and	further their knowledge of other discipline	es through the foreign language.
In other words Comunicas sobre otro	os temas en español.	
• Summarize and explain previously learned content in detail.	Analyze or discuss previously learned content.	• Acquire and explain new content knowledge about familiar topics through the target language.
<u>Competency 7</u> : Students acquire inform foreign language and its cultures.	nation and recognize the distinctive viewp	oints that are only available through the
In other words Describes unos mater	iales que aparecen en español, y hablas de	e lo que reflejan sobre la cultura.
• Identify materials available only in the target language and acquire information.	• Describe the materials available in the target language, as well as the information acquired from them.	 Reflect on what the materials reveal about culture and how one's own culture may impact their viewpoints.
<u>Competency 8</u> : Students demonstrate us studied and their own.	nderstanding of the nature of language thr	ough comparisons of the language
In other words Describes como el idi	ioma español compara al inglés.	
 Describe the similarities and differences between one's own language and the target language. 	 Interpret cultural expressions, understanding that direct word- for-word translation does not always accurately convey meaning. 	 Use cultural expressions in the correct context, understanding that direct word-for-word translation does not always accurately convey meaning.
<u>Competency 9</u> : Students demonstrate us and their own.	nderstanding of the concept of culture thro	ough comparisons of the cultures studied
In other words Describes como la cu	ltura latina compara a la tuya.	
• Identify key cultural products and perspectives of a country or region.	• Summarize and explain key cultural products and perspectives.	• Analyze and demonstrate how the key cultural products and perspectives define the culture of a country or region.

In other words Usas el español en cl	ase y en la comunidad.	
 Exchange information in the target language with people locally and around the world that is increasingly detailed and professional. Communicate in sentences and short paragraphs that are grammatically correct and detailed. Communicate in a way that may be understood by a native speaker that is accustomed to interacting with language learners 	 Provide services to others in the school district through activities in the target language in a way that is increasingly detailed and professional. Speak with consistently correct pronunciation. 	Provide services to the community in the target language.
<u>Competency 11</u> : Students show evident and enrichment.	ce of becoming life-long learners by using	, the language for personal enjoyment
In other words Exploras y disfrutas of	en materiales de interés en español.	
 Identify careers where skills in another language or cross-cultural understanding are needed. Willingly use the target language within the classroom setting. Explore materials in the target language beyond the school setting. 	 Seek out opportunities and use the target language with teachers, friends, or family outside of school. Use authentic materials in the target language and explore topics of personal interest. 	 Use authentic target language print materials and electronic media to explore topics of personal interest within the target culture. Investigate and present information to others about careers where skills in another language, or cross-cultural understanding,

Culinary Arts

2.0 The student will:	3.0 The student will:	4.0 The student will:
	Culinary Arts	
<u>Competency 1</u> : Safety & Sanitati including procedures, practices, and	on – The student will understand the importa l local regulations.	nce of safety and sanitation in the kitchen,
 Recall daily culinary routines and follow the lead of others in safety and sanitation standards Recognize unsafe and unsanitary conditions 	 Carry out daily culinary routines before, during, and after class independently Apply kitchen safety and sanitation specified in handbook 	 Lead others in daily culinary routines, and hold others accountable to the standards set forth in safety and sanitation handbook Model HACCAP standards specified in the Food Safety Plan
Competency 2: Knife Skills – The	student will explain and implement the use of	of proper knife skills and techniques
 Identify safe and unsafe precautions when working with knifes Remember how to hold and use different knives for a variety of purposes Recall different uses of various kitchen knives Recognize different techniques (slicing, dicing, etc.) at the appropriate time in different recipes 	 Summarize the safety precautions that need to be implemented when working with knives Explain how to hold and use different knives for a variety of purposes Explain the different uses of various kitchen knives Implement different techniques (slicing, dicing, etc.) at the appropriate time in different recipes 	 Model the safety precautions that need to be implemented when working with knives Model how to hold and use different knives for a variety of purposes Demonstrate and utilize the different uses of various kitchen knives Demonstrate and Model the implementation of different knife techniques and cuts for various recipes
Competency 3: Equipment Use & equipment and hand tools.	Cleaning – The student will demonstrate pr	oper use and care of commercial kitchen
 Remember the safety precautions that need to be implemented when working different kitchen equipment and tools Recognize how to operated and adjust different kitchen equipment and tools. Recall the proper cleaning methods for different kitchen equipment and hand tools 	 Summarize the safety precautions that need to be implemented when working different kitchen equipment and tools Explain how to operate and adjust different kitchen equipment and tools Explain the proper cleaning methods for different kitchen equipment and hand tools 	 Model the safety precautions that need to be implemented when working different kitchen equipment and tools Analyze how to operate and adjust different kitchen equipment and tools for different purposes and use Model the proper cleaning methods for different kitchen equipment and hand tools

<u>Competency 4</u>: The Science of Cooking – The student will explain the chemical reactions and processes involved in various cooking methods.

various cooking methods.		
 Identify the chemical processes that occur in the kitchen due to combining, mixing, and/or temperature change Recognize the impact of changing the type or form of an ingredient on the product Remember the function of essential ingredients in cooking and baking 	 Summarize the chemical processes that occur in the kitchen due to combining, mixing, and/or temperature change Compare and contrast the impact of changing the type or form of an ingredient on the product Explain the function of essential ingredients in cooking and baking 	 Analyze the chemical processes that occur in the kitchen due to combining, mixing, and/or temperature change Critique the impact of changing the type or form of an ingredient on the product Understanding the function of essential ingredients in cooking and baking, develop and create new recipes and products
<u>Competency 5</u> : Measurements, C recipes, paying special attention to	onversions & Recipes – The student will re the importance of measurement and convers	ad, analyze, alter, standardize and produce ion in cooking and following recipes
 Remember proper technique and precision when measuring with a variety of tools Identity necessary steps in converting recipes to expand or reduce them Recall basic conversions that will be utilized in the kitchen Recognize the purpose of recipes, including the considerations to take when altering or standardizing a recipe 	 Utilize proper technique and precision when measuring with a variety of tools Explain the necessary steps in converting recipes to expand or reduce them Summarize basic conversions that will be utilized in the kitchen Summarize the purpose of recipes, including the considerations to take when altering or standardizing a recipe 	 Model proper technique and precision when measuring with a variety of tools Explain the necessary steps in converting recipes to expand or reduce them Apply and model the necessary steps in converting recipes to expand or reduce them Apply basic conversions that will be utilized in the kitchen for altering quantity in production Analyze the purpose of recipes, including the considerations to take when altering or standardizing a recipe
<u>Competency 6</u> : Cooking Methods taking into consideration product, p	- The student will understand and utilize va resentation, audience and food type.	rious cooking methods and techniques,
 Identify the process of executing different cooking methods Remember the use of different cooking methods in a variety of contexts Recognize outcomes of various cooking methods Recall how different cooking methods impacts taste, texture, aroma, and presentation Identify the considerations used when deciding on a particular cooking method 	 Explain the process of executing different cooking methods Compare and contrast the use of different cooking methods in a variety of contexts Compare and contrast the outcomes of various cooking methods Explain how different cooking methods impacts taste, texture, aroma, and presentation Summarize the considerations used when deciding on a particular cooking method 	 Analyze the process of executing different cooking methods Critique the use of different cooking methods in a variety of contexts Analyze the outcome of various cooking methods used Critique and analyze how different cooking methods impacts taste, texture, aroma, and presentation Apply the considerations used when deciding on a particular cooking method

D	an a
Recall and explain the components	 Create unique daughter sauces
and munaadium fan mundusing tha	
and procedure for broducing the	utilizing the mother sauces as a base
↓ · · · · · · · · · · · · · · · · · · ·	
mother rance	
I momer sauces	
	Recall and explain the components and procedure for producing the mother sauces

 Identify the impact of a variety of spices and herbs on taste, aroma, and texture as well as how to pair them with foods Remember the proper technique for preparing raw herbs Recall proper techniques to blend spices and/or herbs to enhance the flavors of different foods 	 Compare and contrast the impact of a variety of spices and herbs on taste, aroma, and texture as well as how to pair them with foods Explain the proper technique for preparing raw herbs Identify and use proper techniques to blend spices and/or herbs to enhance the flavors of different foods 	 Analyze the impact of a variety of spices and herbs on taste, aroma, and texture as well as how to pair them with foods Model the proper technique for preparing raw herbs Use proper techniques to create different blend spices and/or herbs to enhance the flavors of different foods
<u>Competency 9: Baking – The stud</u> well balanced items, including bread	ent will apply their understanding of various ds, cakes, cookies, puddings, etc.	components of baking to create a variety
 Identify properties and functions of various ingredients used in baked goods Recognize the impact of changing the form of various ingredients in baked goods Remember how different methods and techniques impact the result in baking 	 Describe properties and functions of various ingredients used in baked goods Compare and contrast the impact of changing the form of various ingredients in baked goods Explain how different methods and techniques impact the result in baking 	 Analyze and critique the properties and functions of various ingredients used in baked goods Analyze impact of changing the form of various ingredients in baked goods and alter to improve or change recipes accordingly Execute different methods and techniques to impact and change the result in baking
<u>Competency 10</u> : Culture & Food - presentation, and service.	- The student will explain how culture and tr	aditions impact food preparation,
 Recognize cultural influences on flavors Identify and origins of different foods based on taste and aroma Identify the common ingredients and dishes that are indigenous to different cultures and regions 	 Compare and contrast cultural influences on flavors Identify and recognize the origins of different foods based on taste and aroma Compare and contrast the common ingredients and dishes that are indigenous to different cultures and regions 	 Analyze the cultural influences on flavors Critique the origins of different foods based on taste and aroma and how they Analyze the common ingredients and dishes that are indigenous to different cultures and regions and develop new blends and hybrid dishes

<u>Advisory</u>

Overview

The advisory program at FlexTech is one of the cornerstones that differentiates us from other schools. We believe that working with students to gain social skills is just as important as gaining skills in content areas. To pursue this belief, the advisory program focuses on a variety of different topics to help students mature in responsibility, communication, and critical thinking. These skills are practiced and discussed throughout the year for every grade level, and culminates with a presentation of a portfolio displaying each student's growth and reflection.

The Role of the Advisor

Each member of the FlexTech staff generally has some sort of relationship with or knowledge of all the students in the building, due to the small size of the school. The relationship between a student and their advisor, though, should be set apart. It is the advisor's job to develop a positive relationship with their advisees, as well as to:

- Monitor individual student progress
- Create individual learning plans that fulfill personal and academic goals
- Develop and maintain strategies to help students achieve short- and long-term goals
- Develop each student's character, life skills, and academic skills
- Develop each student's ability to take initiative, self-advocate, and be independent
- Aid students with selecting college and/or career pathways that fit their individual strengths and interests

The Role of the Advisee

Students are expected to maintain regular contact with their advisor about their projects, progress, and their growth. Whether a student attends daily Monday through Thursday or is a Friday only attendee, they should be in contact with their advisor at least once a week.

Students are expected to be in advisory as often as their schedule mandates, and should work collaborative with their advisor to keep their progress and projects up to date on Project Foundry as well as in other locations as the advisor requires (e.g., an advisory binder or Google Doc.)

The independence that students experience at FlexTech is likely more than they have ever had before. As such, tracking their own progress, developing their own projects, etc. can be both a daunting and overwhelming task. The role of the advisee is to closely follow the directions and guidance from their advisor, in order to develop the necessary skills to be successful in such a unique and self-driven learning environment.

A set of expectations for student conduct is included on page 11. This document should be distributed to students, and sets forth the expectations that FlexTech staff should hold for all students.

What Advisory Looks Like

Each marking period, all advisories focuses on a similar theme, but approaches them in different ways depending on the grade levels. Advisors are provided with the FlexTech Advisory Framework, which outlines the themes and suggested activities to address those themes, by grade level. Expectations are set for what should be covered each marking period, but it is up to the advisor or the advisory team (whether advisories are co-taught, or informal meetings are arranged by grade level) when each activity is carried out.

The themes for the year are as follows:

Marking Period 1: Identity Marking Period 2: Responsibility and Accountability Marking Period 3: Critical Thinking Marking Period 4: Communication Marking Period 5: Pride and Professionalism Marking Period 6: Reflection

Advisory Portfolio

The culminating product of the advisory program each year is a e-portfolio. During Marking Periods 1-4, advisors will guide students through developing each section of their portfolio: About Me, Responsibility, Critical Thinking, and Communication. At each grade level, the specific standard being addressed shifts slightly:

	Responsibility	Critical Thinking	Communication
9 th Grade	I have developed a sense of personal responsibility	I can evaluate the effectiveness of others' arguments based on evidence	I can communicate effectively in an e-format
10 th Grade	I understand and appreciate my responsibility to a group	I can use evidence to establish, support, and defend my opinion	I can communicate effectively orally
11 th Grade	I understand and appreciate the importance of taking a leadership role for a group	I can create an argument that considers alternative perspectives, provides evidence, and predicts outcomes.	I can communicate effectively in writing
12 th Grade	Community Responsibility	I can make informed decisions based on evidence, the opinions of others, and considering the long-term impact of my decisions	Career/College Ready

Through this portfolio, students are taking a look at their personal development beyond just what they learn in a core content area. Each portfolio page (responsibility, critical thinking, and communication) requires students to complete a variety of elements:

- A paragraph describing what the benchmark specific to their grade level means to them, personally
- · A paragraph setting the context for the evidence they will use to display their growth in the particular area
- A piece of evidence (e.g., a link to a website they've made; a photograph of a project or presentation; a video; a paper they wrote, etc.) that displays their growth
- A paragraph reflecting on their growth in that particular area

The purpose of having the portfolio in an electronic version is two fold: one, to make it easy to edit and add to each year, and two, for students to be able to create something that they could use in the future for a job or college interview.

Portfolio Benchmarks - Responsibility

Grade	9	10 ⁿ	11 ^h	12th
Responsibility Benchmark	I have developed a sense of personal responsibility	I understand and appreciate my responsibility to a group	I understand and appreciate the importance of taking a leadership role for a group	Community Responsibility
Purpose	I can recognize the Interested amount of resionability, there have at files i sch, and i have learned hav to deal with it, i can recognize when interest help, what my	I know that in my Johnre, I will need to stork in groups in the work place. I understand that there are many roles in a group, and see that my	Importance of having a leader. Whether Lam that leader or rot. I can see the importance of leadership and the need	It's not just about me Part of being responsible is means participating and contributing to my- commonity. Freegnize this, and have considered how to demonstrate my
	Pitrities are, and am learning how to better solve problems and seek registency • The end result of	equal participation in a group is valuable.	for all group members to be accountable for themselves to each other • The project proposal	overneed to be a responsible, informed, and patricipating officer.
<u>Required</u> Evidence	project where you set expectations, took personal responsibility, and met those expectations	for and end result of project where you set expectations with a group, took personal responsibility for	for and end result of a group project that had a clearly defined leader (whether or not you were that leader)	project or other evidence of a suggested item below (i.e., aljob, volunteering, etc.)
	• English Research Paper	your roles, and worked togethes with others to ensure the goals were athieved • Cyrano Project • Group or Project		 Volunteering or job Political participation
Suggested/ Possible Evidence				or taking a stand of an important issue • Creating and implementing a post- high school plan • Letter of college
	You should indicate a change in responsibility	Your reflection here should indicate not only	Leadership is an important part of many	acceptance or recommendation from previous supervisor Responsibility is a characteristic that is
Reflection	from before to after. This could also be an instance where you didn't display responsibly, and then prother avapuals of	the role and steps you took in the group, but also the reasons why you took on those tasks and how you felt about	groups. It is important for everyone to balance his or her time as a group member and a group leader. Reflect on a	developed; it does not come automatically. By senior year, your ability to conduct yourself responsibly should have
	another example of when you did.	your contributions. You could also reflect on a time you didn't take responsibility in a group, and what you think about that now.	group where there was a clear leader (maybe not even you) and what made that leader good. What lessons are there to be learned about leadership	developed greatly, preparing you for the increased responsibility of adulthood.
			from this experience?	

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Portfolio Benchmarks – Critical Thinking

Grade	9 th	10 th	11 th	12th
Critical Thinking Benchmark	I can evaluate the effectiveness of others' arguments based on evidence	I can use evidence to establish, support and defend my opinion	I can create an argument that considers alternative perspectives, provides evidence, and predicts outcomes.	I can make informed decisions based on evidence, the opinions of others, and considering the long- term impact of my decisions.
Purpose	In order to understand what I read and write clearly and effectively, I am able to identify evidence and decide whether or not the claims an author makes are valid. This is evidence of critical thinking that I need to be effective in high school and beyond.	I am able to critically think about evidence from different sources, and then use that to form my own opinion. Not only can I clearly communicate that opinion, I can explain and defend it to others.	I can show that I can form and communicate my own opinion founded in evidence, as well as consider what others might think about a topic and which results are possible from a variety of scenarios.	Entering adulthood, I am able to consider a variety of factors and opinions, evaluate what's right for me, and make a decision about what will serve me best not only right now, but also in alignment with my future goals.
<u>Required</u> Evidence	The end result of a project or other evidence of a suggested item below	The end result of a project or other evidence of a suggested item below	The end result of a project or other evidence of a suggested item below	The end result of a project or other evidence of a suggested item below
Suggested/ Possible Evidence	 Research Paper Analyzing an article, op-ed, piece of propaganda, or documentary Evaluation of a debate or speech 	 Persuasive Essay Debate 	Persuasive essay that contains a counter argument	 Video or essay about your post- secondary plan Persuasive essay Debate/Debate analysis Evidence of an obstacle in HS and how you've overcome it
Reflection	Reflect on your process of critical thinking, and the multiple factors that influenced how you interpreted the message and meaning of the arguments and evidence you looked at. Reflect on how you were able to make judgments about the clarity of the arguments made, rather than whether or not you agree with what was presented.	Reflect on the challenges of forming and defending your own opinion using sound reasoning and evidence. Reflect on anything you would change about your process, as well as how would you evaluate your own ability to share and support an argument.	How was this writing process different than just sharing your opinion and defending it? Reflect on the challenges of this, as well as value of this reasoning process in your life.	Reflect on the decision making process you have as a senior, and how that will serve you in life after high school. What considerations did you make? What challenges did you face forming and communicating your opinion?

Grade	9 th	10 th	11 th	12th
Communication Benchmark	I can communicate effectively in an e- format	I can communicate effectively orally	I can communicate effectively in writing	Career/College Ready
Purpose	I have begun to understand my responsibility as a member of the digital world and can demonstrate the different occasions when types of language and communication are appropriate, and when they are not.	When speaking to others or making a presentation, I can represent my opinions, ideas, concerns and needs to individuals who might be from a different opinions, cultures, or backgrounds, while also respecting their potentially different viewpoints.	I can write clearly and concisely in a variety of situations in order to share my opinions, beliefs, findings and/or conclusions with an audience that I will not be able to defend my words against in person.	Regardless of my post- high school plans, I am able to present myself in the best light possible, and show that I am a viable candidate for any future position that I pursue.
Required Evidence	A screen shot of a suggested item below	A video of a suggested item below	The end result of a essay project	The end result of a project or other evidence of a suggested item below
Suggested/ Possible Evidence	 E-mail Blog or discussion board posting Electronic documents Project Foundry correspondence (proposal, journal, etc.) 	 Presentation Speech Debate Discussion 	 Persuasive essay Narrative essay 	 Resume Cover letter Job application College application or essay Mock interview (video required)
Reflection	Reflect on how well you communicated in an e-format, and how you knew the style of writing necessary for the audience and context. How have you improved in this area? Why is developing your electronic communication skills an important part of your 9 th grade year?	Reflect on why you think developing as a verbal communicator is a necessary skill for a high school student. What was challenging about preparing for this project did you face? What did you learn about this process that can be applied to future work?	Reflect on the importance of clear written communication, and the challenges and triumphs you have faced in this project. How have you developed? What areas do you have yet to grow in?	What have you done to prepare yourself for adulthood, and how have you communicated that? Reflect on how you have shown your ability to be a positive member of any community you join or are apart of, and how you communicate that clearly.

Portfolio Benchmarks - Communication

<u>9th Grade</u>

Benchmark Category	Responsibility	Critical Thinking	Communication
Communication Benchmark	I have developed a sense of personal responsibility	I can evaluate the effectiveness of others' arguments based on evidence	I can communicate effectively in an e-format
Purpose	I can recognize the increased amount of responsibility that I have at FlexTech, and I have learned how to deal with it. I can recognize when I need help, what my priorities are, and am learning how to better solve problems and seek assistance.	In order to understand what I read and write clearly and effectively, I am able to identify evidence and decide whether or not the claims an author makes are valid. This is evidence of critical thinking that I need to be effective in high school and beyond.	I have begun to understand my responsibility as a member of the digital world and can demonstrate the different occasions when types of language and communication are appropriate, and when they are not.
• <u>Required</u> Evidence	• The end result of project where you set expectations, took personal responsibility, and met those expectations	• The end result of a project or other evidence of a suggested item below	• A screen shot of a suggested item below
Suggested/ Possible Evidence	English Research Paper	 Research Paper Analyzing an article, op-ed, piece of propaganda, or documentary Evaluation of a debate or speech 	 E-mail Blog or discussion board posting Electronic documents Project Foundry correspondence (proposal, journal, etc.)
Reflection	You should indicate a change in responsibility from before to after. This could also be an instance where you didn't display responsibly, and then another example of when you did.	Reflect on your process of critical thinking, and the multiple factors that influenced how you interpreted the message and meaning of the arguments and evidence you looked at. Reflect on how you were able to make judgments about the clarity of the arguments made, rather than whether or not you agree with what was presented.	Reflect on how well you communicated in an e-format, and how you knew the style of writing necessary for the audience and context. How have you improved in this area? Why is developing your electronic communication skills an important part of your 9 th grade year?

<u>10th Grade</u>

Benchmark Category	Responsibility	Critical Thinking	Communication
Communication Benchmark	I understand and appreciate my responsibility to a group	I can use evidence to establish, support and defend my opinion	I can communicate effectively orally
Purpose	I know that in my future, I will need to work in groups in the work place. I understand that there are many roles in a group, and see that my equal participation in a group is valuable.	I am able to critically think about evidence from different sources,	When speaking to others or making a presentation, I can represent my opinions, ideas, concerns and needs to individuals who might be from a different opinions, cultures, or backgrounds, while also respecting their potentially different viewpoints.
• <u>Required</u> Evidence	The project proposal for and end result of project where you set expectations with a group, took personal responsibility for your roles, and worked together with others to ensure the goals were achieved	• The end result of a project or other evidence of a suggested item below	 A video of a suggested item below
• Suggested/ Possible Evidence	 Cyrano Project Group or Project 	 Persuasive Essay Debate 	 Presentation Speech Debate Discussion
Reflection	Your reflection here should indicate not only the role and steps you took in the group, but also the reasons why you took on those tasks and how you felt about your contributions. You could also reflect on a time you didn't take responsibility in a group, and what you think about that now.	Reflect on the challenges of forming and defending your own opinion using sound reasoning and evidence. Reflect on anything you would change about your process, as well as how would you evaluate your own ability to share and support an argument.	Reflect on why you think developing as a verbal communicator is a necessary skill for a high school student. What was challenging about preparing for this project did you face? What did you learn about this process that can be applied to future work?

<u>11th Grade</u>

Benchmark Category	Responsibility	Critical Thinking	Communication
Communication Benchmark	I understand and appreciate the importance of taking a leadership role for a group	I can create an argument that considers alternative perspectives, provides evidence, and predicts outcomes.	I can communicate effectively in writing
Purpose	Of all the roles in a group, I see the importance of having a leader. Whether I am that leader or not, I can see the importance of leadership and the need for all group members to be accountable for themselves to each other.		I can write clearly and concisely in a variety of situations in order to share my opinions, beliefs, findings and/or conclusions with an audience that I will not be able to defend my words against in person.
• <u>Required</u> Evidence	• The project proposal for and end result of a group project that had a clearly defined leader (whether or not you were that leader)	The end result of a project or other evidence of a suggested item below	The end result of a essay project
• Suggested/ Possible Evidence		Persuasive essay that contains a counter argument	 Persuasive essay Narrative essay
Reflection	Leadership is an important part of many groups. It is important for everyone to balance his or her time as a group member and a group leader. Reflect on a group where there was a clear leader (maybe not even you) and what made that leader good. What lessons are there to be learned about leadership from this experience?	How was this writing process different than just sharing your opinion and defending it? Reflect on the challenges of this, as well as value of this reasoning process in your life.	Reflect on the importance of clear written communication, and the challenges and triumphs you have faced in this project. How have you developed? What areas do you have yet to grow in?

<u>12th Grade</u>

Benchmark Category	Responsibility	Critical Thinking	Communication
Communication Benchmark	Community Responsibility	I can make informed decisions based on evidence, the opinions of others, and considering the long-term impact of my decisions.	Career/College Ready
Purpose	It's not just about me. Part of being responsible is means participating and contributing to my community. I recognize this, and have considered how to demonstrate my own need to be a responsible, informed, and participating citizen.	Entering adulthood, I am able to consider a variety of factors and opinions, evaluate what's right for me, and make a decision	Regardless of my post-high school plans, I am able to presen myself in the best light possible, and show that I am a viable candidate for any future position that I pursue.
• <u>Required</u> Evidence	• The end result of a project or other evidence of a suggested item below (i.e., a job, volunteering, etc.)	• The end result of a project or other evidence of a suggested item below	• The end result of a project or other evidence of a suggested item below
• Suggested/ Possible Evidence	 Volunteering or job Political participation or taking a stand of an important issue Creating and implementing a post-high school plan Letter of college acceptance or recommendation from previous supervisor 	 Video or essay about your post-secondary plan Persuasive essay Debate/Debate analysis Evidence of an obstacle in HS and how you've overcome it 	 Resume Cover letter Job application College application or essay Mock interview (video required)
Reflection	Responsibility is a characteristic that is developed; it does not come automatically. By senior year, your ability to conduct yourself responsibly should have developed greatly, preparing you for the increased responsibility of adulthood.	Reflect on the decision making process you have as a senior, and how that will serve you in life after high school. What considerations did you make? What challenges did you face forming and communicating your opinion?	What have you done to prepare yourself for adulthood, and how have you communicated that? Reflect on how you have shown your ability to be a positive member of any community you join or are apart of, and how you communicate that clearly.

Tab E

SECTION E

METHODS OF PUPIL ASSESSMENT

Academic Assessments to Be Administered:

Grade(s) Academic Assessment(s) Grade 9 PSAT 8/9 Grade10 PSAT 10 Grade 11 SAT, ACT Work key, M-STEP Science & Social Studies

Tab F

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

APPLICATION AND ENROLLMENT OF STUDENTS

Enrollment Limits

The Academy will offer ninth through twelfth grade. The maximum enrollment shall be building capacity is 240 students. The Academy Board of Director will annually determine enrollment figures prior to its application and enrollment period.

Requirements

Section 504 of the Code provides that public school academies shall not charge tuition and shall not discriminate in its pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a student with a disability, or any other basis that would be illegal if used by a Michigan school district.

- 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 school district.
- The Academy Board shall provide enrollment priority to currently enrolled pupils and newly enrolled siblings of currently enrolled pupils, children of Board Members, and children of staff members.
- The Academy shall allow any pupil who was enrolled in the Academy in the immediately preceding academic year to re-enroll in the Academy unless the appropriate grade is not offered.
- No student may be denied participation in the application process due to lack of student records
- If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.

Application 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 Bay Mills Community College.

Legal Notice or Advertisement

- The Academy shall provide legal notice or advertisement of the application and enrollment process in a local newspaper of general circulation.
- At a minimum, the legal notice or advertisement 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 or advertisement of the application period shall be designed to inform individuals that are most likely to be interested in attending the Academy.
- The Academy, 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.

Re-enrolling Students

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

- C. If space is unavailable, the Academy must develop a waiting list for siblings of reenrolled students.
- D. The number of spaces remaining, per grade, after enrollment of current students and siblings.

Random Selection Drawing

A random selection drawing is required if the number of applications exceeds the number of available spaces. Prior to the application period, the Academy shall:

- Establish written procedures for conducting a random selection drawing.
- Establish the maximum number of spaces available per grade or age grouping level.
- Establish the date, time, place and person to conduct the random selection drawing.
- Notify The Center of both the application period and the date of the random selection drawing, if needed. The Center may have a representative on-site to monitor the random selection drawing process.

The Academy shall use a credible, impartial "third party" who is not employed by, under contract with, a member of the Board of, or otherwise affiliated with the Academy to conduct the random selection drawing. Further, the Academy shall:

- Conduct the random selection drawing in a manner that is open to parents, community members and members of the public who want to observe the process.
- Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.

The Academy shall notify applicants not chosen in the random selection drawing that they were not selected and that their name has been placed on the Academy's official waiting list for openings that may occur during the academic year. Students shall appear on the official waiting list in the order they were selected in the random selection drawing.

Tab G

SECTION G

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

SECTION 7g: SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

School Calendar

The Academy's school calendar shall comply with the Code and the School Aid Act of 1979. The Academy Board must submit a copy of the Academy's school calendar to the College Board.

School Day Schedule

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The Academy Board must structure the Academy's school day schedule to meet the required number of instructional days and hours as set forth in the Code and the Act. The Academy Board must submit the school day schedule to the College Board prior to the commencement of each academic year.

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Tab H

SECTION H

AGE OR GRADE RANGE OF PUPILS

SECTION h: AGE OR GRADE RANGE OF PUPILS

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

Students of the Academy will be children who have reached the age of five (5) as set forth in MCL 380.1147. A child may enroll in kindergarten if the child is at least 5 years of age on September 1, 2018.

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.