

**CONTRACT AMENDMENT NO. 1**  
**LIFE SKILLS CENTER OF PONTIAC**

In accordance with Contract Article IX, incorporated as part of the Contract to Charter a Public School Academy and Related Documents, issued by the BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS ("College Board") to LIFE SKILLS CENTER OF PONTIAC ("Academy") on July 1, 2020 ("Contract"), the Contract is hereby amended as follows:

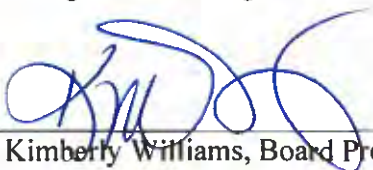
1. Amend the entire Contract by changing the Academy's name from "Life Skills Center of Pontiac" to "Flex High School of Pontiac";
2. By removing the Contract's Articles of Incorporation and replacing them with the document attached hereto as Tab 1.
3. By removing the Contract's Bylaws and replacing them with the document attached hereto as Tab 2.
4. By removing the Contract's Fiscal Agent Agreement and replacing it with the document attached hereto as Tab 3.
5. By removing the Contract's Oversight Agreement and replacing it with the document attached hereto as Tab 4.
6. By removing the Contract's Description of Staff Responsibilities and replacing it with the document attached hereto as Tab 5.
7. By removing the Contract's Management Services Agreement and replacing it with the document attached here to as Tab 6.

The revised Contract shall read, in whole, as set forth in Tab 7.



By: Mariah Wanic, Director of Charter Schools  
Bay Mills Community College  
College Board Designee

Dated: November 14, 2022



By: Kimberly Williams, Board President  
Academy Board Designee  
Life Skills Center of Pontiac

Dated: November 15, 2022

Tab 1



<b>MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES &amp; COMMERCIAL LICENSING BUREAU</b>																				
<b>Date Received</b>																				
	This document is effective on the date filed, unless a subsequent effective date within 90- days after received date is stated in the document.																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3" style="padding: 2px 5px;"><b>Name</b></td> </tr> <tr> <td colspan="3" style="padding: 2px 5px;">Nicholas Kovach</td> </tr> <tr> <td colspan="3" style="padding: 2px 5px;"><b>Address</b></td> </tr> <tr> <td colspan="3" style="padding: 2px 5px;">34705 W. Twelve Mile Rd., Ste. 160</td> </tr> <tr> <td style="width: 33%; padding: 2px 5px;"><b>City</b></td> <td style="width: 33%; padding: 2px 5px;"><b>State</b></td> <td style="width: 33%; padding: 2px 5px;"><b>Zip</b></td> </tr> <tr> <td style="padding: 2px 5px;">Farmington Hills</td> <td style="padding: 2px 5px;">MI</td> <td style="padding: 2px 5px;">48331-3259</td> </tr> </table>			<b>Name</b>			Nicholas Kovach			<b>Address</b>			34705 W. Twelve Mile Rd., Ste. 160			<b>City</b>	<b>State</b>	<b>Zip</b>	Farmington Hills	MI	48331-3259
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Farmington Hills	MI	48331-3259																		
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**RESTATED ARTICLES OF INCORPORATION  
For Use by Domestic Nonprofit Corporations**

**OF**

**FLEX HIGH SCHOOL OF PONTIAC**

Pursuant to the provisions of the Michigan Nonprofit Corporation Act (Act 162) of 1982, as amended (the "Act"), being MCL 450.2101 et seq. and Part 6A of the Revised School Code (the "Code") as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws ("MCL"), the undersigned corporation executes the following Restated Articles:

The present name of the corporation is: Life Skills Center of Pontiac, Inc.

The identification number assigned by the Bureau is: 800897035.

The corporation has used no other names.

The date of filing the original Articles of Incorporation was: 4/26/2004

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

## **ARTICLE I**

The name of the corporation is: Flex High School of Pontiac.

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

## **ARTICLE II**

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

1. The corporation is organized for the purposes of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code, being MCL 380.501 to 380.507.

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 basis.

Description:

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.

The corporation is organized on a directorship basis.

## **ARTICLE IV**

The name of the resident agent at the registered office is John Carlson

The address of its registered office in Michigan is: 34705 W. Twelve Mile Rd., Ste. 160, Farmington Hills, MI 48331-3259.

The mailing address of the registered office in Michigan is the same.

#### **ARTICLE V**

The corporation is a governmental entity.

#### **ARTICLE VI**

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

#### **ARTICLE VII**

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

The Board of Directors shall have all the powers and duties permitted by law to manage the business, property and affairs of the corporation. Notwithstanding any provision to the contrary, the corporation and its Board of Directors shall at all times comply with Academy Board Provisions, which are provisions regarding the method of selection, length of term, number of members, and other relevant provisions governing the Board of Directors, which may be changed from time to time by the College Board without the approval of the Academy Board.

#### **ARTICLE IX**

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

#### **ARTICLE X**

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, board, officers or other private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article 10). Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from federal income tax under section 115 of the IRC, or comparable provisions of any successor law.

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

#### **ARTICLE XI**

The Terms defined in the Terms and Conditions of the Contract to Charter a Public School Academy between the College Board and the Academy shall have the same meaning in these articles.

These Articles of incorporation shall not be amended except by the process provided in Article IX of the Contract executed by the corporation and the College Board.

<b>ADOPTION OF ARTICLES</b>
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These Restated Articles of Incorporation were duly adopted on the \_\_\_\_ day of \_\_\_\_\_ 2022, in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate and do further amend the provisions of the Articles of Incorporation and were duly adopted by the directors. The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

Signed this \_\_\_\_ day of \_\_\_\_\_ 2022.

By: \_\_\_\_\_  
Clark Sanford, Board Secretary

# Tab 2

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**RESTATED BYLAWS**  
**OF**  
**FLEX HIGH SCHOOL OF PONTIAC**

**ARTICLE I**

**NAME**

This organization shall be called Flex High School of Pontiac (the "Academy" or "Corporation").

**ARTICLE II**

**FORM OF CORPORATION**

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

**ARTICLE III**

**OFFICES**

Section 1. Principal Office. The principal office of the Corporation shall be located in the City of Pontiac, County of Oakland, State of Michigan.

Section 2. Registered Office. The registered office of the Corporation may be the same as the principal office of the Corporation, but in any event must be located in the State of Michigan, and be the business office of the resident agent, as required by the Michigan Nonprofit Corporation Act. Changes in the resident agent and registered address of the Academy must be filed with the Michigan Department of Licensing and Regulatory Affairs, Commercial Services and reported to the Charter Schools Office.

**ARTICLE IV**

**BOARD OF DIRECTORS**

Section 1. General Powers. The business, property and affairs of the Corporation shall be managed by the Academy Board of Directors ("Academy Board"). The Academy Board may exercise any and all of the powers granted to it under the Michigan Non-Profit Corporation Act or pursuant to Part 6A of the Revised School Code ("Code"). The Academy Board may delegate such powers to the officers and committees of the Academy Board as it deems necessary, so long as such delegation is consistent with the Articles, these Bylaws, the Contract and Applicable Law.

Section 2. College Board Resolution Establishing Method of Selection, Length of Term and Number of Academy Board Members. The method of selection and appointment, length of term, number of directors, oath of public office requirements, tenure, removal,

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

## ARTICLE V

### MEETINGS

Section 1. Annual and Regular Meetings. The Academy Board shall hold an annual meeting each year, as well as monthly meetings thereafter. The Academy Board shall provide, by resolution, the time and place, within the State of Michigan, for the holding of regular monthly meetings. The Academy Board shall provide notice of the annual and all regular monthly and special meetings to the Charter Schools Office and as required by the Open Meetings Act.

Section 2. Special Meetings. Special meetings of the Academy Board may be called by or at the request of the Academy Board President or any Director. The person or persons authorized to call special meetings of the Academy Board may fix the place within the State of Michigan for holding any special meeting of the Academy Board called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the Corporation in the State of Michigan. The Corporation shall provide notice of all special meetings to the Charter Schools Office and as required by the Open Meetings Act.

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

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

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

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

Section 5. Open Meetings Act. All meetings and committee meetings of the Academy Board shall at all times be in compliance with the Open Meetings Act.

Section 6. Notice to Directors. The Academy Board shall provide notice of any meeting to each Director stating the time and place of the meeting, with the delivery of such notice personally, by mail, facsimile or electronic mail to each Director at the Director's personal

address or electronic mail address. Any Director may waive notice of any meeting by written statement sent by the Director to the Academy Board Secretary before or after the holding of the meeting. A Director's attendance at a meeting constitutes a waiver of the notice of the meeting required under this Section.

Section 7. Votes By Directors. 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. Committees. The Academy Board, by resolution, may designate one or more committees, each committee to consist of one or more Directors selected by the Academy Board. As provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, the committees shall have such powers as delegated by the Academy Board, except (i) filling of vacancies on the Academy Board or in the offices of the Academy Board or committees created pursuant to this Section; (ii) amendments to the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, the Contract, the Bylaws or Applicable Law. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Academy Board of its activities as the Academy Board may request.

## ARTICLE VII

### OFFICERS OF THE BOARD

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

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

Section 3. Removal. Any officer or agent elected or appointed by the Academy Board may be removed by a majority vote by the Academy Board whenever in its judgment the best interests of the Corporation would be served thereby.

Section 4. Vacancies. A vacancy in any office shall be filled by appointment by the Academy Board for the unexpired portion of the term of the vacating officer.

Section 5. President. The President of the Corporation shall be a member of the Academy Board. The President of the Corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall

preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The President shall be an ex officio member of any standing committees and when designated by the Academy Board, Chairperson of any standing committee established by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Academy Board as may be prescribed by the Academy Board from time to time.

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

Section 7. Secretary. The Secretary of the Corporation shall be a member of the Academy Board. The Secretary shall: (a) keep the minutes of the Academy Board meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or the Academy Board.

Section 8. Treasurer. The Treasurer of the Corporation shall be a member of the Academy Board. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the Corporation in such banks, trust companies or other depositories as shall be selected by the Academy Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the Corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy Board shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.

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

Section 11. Filling More Than One Office. Subject to the statute concerning the Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to

15.185 of the Michigan Compiled Laws, any two offices of the Corporation except those of President and Vice-President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

## ARTICLE VIII

### CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

Section 1. Contracts. The Academy Board may authorize any officer(s), assistant(s) or acting officer(s), to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Academy Board authorizes the execution of a contract or of any other instrument in the name of and on behalf of the Corporation, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto. No contract entered into, by or on behalf of the Academy Board, shall in any way bind Bay Mills Community College or impose any liability on Bay Mills Community College, the College Board, its regents, officers, employees or agents.

Section 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan, advance, overdraft or withdrawal by an officer or Director of the Corporation, other than in the ordinary and usual course of the business of the Corporation, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Bay Mills Community College or impose any liability on Bay Mills Community College, the College Board, its regents, officers, employees or agents. To avoid creating or perpetuating circumstances in which the possibility of favoritism, conflicts of interest, or impairment of efficient operations may occur, the Corporation will not issue a debt instrument (e.g. loan agreement, promissory note, mortgage, line of credit, etc.) to any person employed by the Corporation or any person who serves on the Academy Board. This prohibition also applies to the issuance of a debt instrument to an entity owned or closely related to any Corporation employee or Academy Board member.

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

Section 4. Deposits. Consistent with section 1221 of the Code, the Treasurer of the Academy shall deposit the funds of the Academy in a financial institution or in a joint investment authorized by the Code. All additional funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Academy Board may select, provided that such financial institution is

eligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, as amended, being MCL 21.146 of the Michigan Compiled Laws.

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

Section 6. Contracts Between Corporation and Related Persons; Persons Ineligible to Serve as Directors. Pursuant to the Code, each Director, officer or employee of the Academy shall comply with the Incompatible Public Office statute, Act No. 566 of the Public Acts of 1978, being sections 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being sections 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with the Contract and Applicable Law relating to conflicts of interest.

## ARTICLE IX

### INDEMNIFICATION

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

## **ARTICLE X**

### **FISCAL YEAR**

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

## **ARTICLE XI**

### **AMENDMENTS**

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by obtaining (a) the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for such meetings, and (b) the written approval of the changes or amendments by the College President or his designee. In the event that a proposed change is not accepted by the College President or his designee, the College Board shall consider and vote upon a change proposed by the Corporation following an opportunity for a written and oral presentation to the College Board by the Corporation. Amendments to these Bylaws take effect only after they have been approved by both the Corporation's Academy Board and by the College Board or its designee.

## **ARTICLE XI**

### **CONTRACT DEFINITIONS**

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

## **CERTIFICATION**

The Academy Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation at properly noticed public meeting under the Open Meetings Act, 1976 PA 267, as amended, on the 15<sup>TH</sup> day of NOVEMBER, 2022.

A handwritten signature in black ink, appearing to read 'Clark Sanford', is written over a horizontal line.

Clark Sanford, Board Secretary

# Tab 3



### **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 Flex High School of Pontiac (the "Academy"), a public school academy.

#### **Preliminary Recitals**

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

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

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

### **ARTICLE I**

#### **DEFINITIONS AND INTERPRETATIONS**

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

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

"Agreement" means this Fiscal Agent Agreement.

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

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

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

"State" means the State of Michigan.

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

## **ARTICLE II**

### **FISCAL AGENT DUTIES**

Section 2.01. Receipt of State School Aid Payments and Other Funds. The College Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the College Board and the Academy may also agree that the College Board will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.03.

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

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

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of the Academy's 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. The State School Aid Payment and Direction document shall include language that the third party lender or trustee acknowledges and consents to the transfer of State School Aid Payments into the Academy's dissolution account, as set forth in Article X of the Terms and Conditions. Any unspent funds remaining in the Academy's dissolution account after payment of all wind up and dissolution expenses shall be returned to the Academy.

## **ARTICLE III**

### **STATE DUTIES**

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

Section 3.02. State School Aid Payment Overpayments and Penalties. The State, through its Department of Education, has sole responsibility for determining State School Aid Payment overpayments to the Academy and the method and time period for repayment by the Academy. The State, through its Department of Education, has sole responsibility for assessing State School Aid penalties against the Academy for noncompliance with the Code and the State School Aid Act of 1979, as amended.

Section 3.03. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

## **ARTICLE IV**

### **ACADEMY DUTIES**

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

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

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

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

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

## **ARTICLE V**

### **RECORDS AND REPORTS**

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

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, 2022, and annually thereafter, a written report dated as of August 31<sup>st</sup> summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the College Board receives under this Agreement.

## **ARTICLE VI**

### **CONCERNING THE FISCAL AGENT**

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

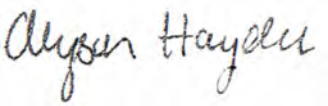
Section 6.02. Limitation of Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

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

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

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 Flex High School of Pontiac.

BY:   
Alyson Hayden, Director  
Bureau of State and Authority Finance  
Michigan Department of Treasury

Date: October 6, 2022

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# Tab 4

## **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 Flex High School of Pontiac (the "Academy"), a public school academy.

#### **Preliminary Recitals**

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

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

### **ARTICLE I**

#### **DEFINITIONS AND INTERPRETATIONS**

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

"Agreement" means this Oversight Agreement.

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

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

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

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

### **ARTICLE II**

#### **OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES**

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

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

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

- a. Submit information to the Charter Schools Office in accordance with the Master Calendar of Reporting Requirements adopted by the Charter Schools Office. The Master Calendar may be amended from time to time as deemed necessary by the Charter Schools Office Director.



- b. Submit quarterly financial reports to the Charter Schools Office in a form and manner determined by the Charter Schools Office. Submit other financial reports as established by the Charter Schools Office.
- c. Permit inspection of the Academy's records and/or premises at any reasonable time by the Charter Schools Office.
- d. Report any litigation or formal proceedings alleging violation of any Applicable Law by the Academy to counsel for the College Board as designated in Article XII of the Terms and Conditions.
- e. Upon request, provide copies of information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, or State Board of Education to the Charter Schools Office.
- f. Provide proposed minutes of all Academy Board of Directors' meetings to the Charter Schools Office no later than ten (10) business days after such meeting, and provide approved final minutes to the Charter Schools Office within five (5) business days after the minutes are approved.
- g. Submit to the Charter Schools Office prior to the issuance of the Contract, copies of insurance policies evidencing all insurance as required by the Contract.
- h. Submit to the Charter Schools Office a copy of the Academy's lease, deed or other purchase arrangement for its physical facilities as required by the Contract.
- i. Submit to the Charter Schools Office, copies of all fire, health and safety approvals required by Applicable Law for the operation of a school.
- j. Submit annually to the Charter Schools Office, the dates, times and a description of how the Academy will provide notice of the Academy's pupil application and enrollment process. The Academy's pupil application and enrollment admission process must be conducted in a fair and open manner in compliance with the Contract and the Code. At a minimum, the Academy shall make a reasonable effort to advertise its enrollment openings by newspaper, mail, media, internet or other acceptable communication process. All Academy notices of the open enrollment period must include language that the open enrollment period includes evening and weekend times for enrolling students in the Academy. In addition, the Academy must set forth in all public notices the date for the holding of a random selection drawing if such a drawing becomes necessary.
- k. Upon receipt from the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes and the Bureau of Fire Services, the Academy shall submit to the Charter Schools Office a copy of any Certificate of Occupancy approval for the Academy's school facility outlined in Schedule 6. The Academy shall not occupy or use the school facility identified in Schedule 6 until such facility has been approved for occupancy by the

Bureau of Construction Codes and the Bureau of Fire Services or other local authorized building department.

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

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

n. Prior to December 31 of each year and whenever necessary thereafter, the Academy Board shall approve and submit a revised operating school budget that includes, without limitation, the following: (i) the total projected amount of state school aid revenues based on the Academy's October 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. Within 5 days of its submission to the Center for Educational Performance and Information (CEPI) of the budgetary assumptions that are required by Section 1219 of the Code, the Academy shall provide a copy of those budgetary assumptions to the Charter Schools Office, and confirm that the submitted budgetary assumptions were used in the adoption of the Academy's annual budget.

p. Submit copies to the 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 Charter Schools Office under Section 1220 of the Code.

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

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

## **ARTICLE III**

### **RECORDS AND REPORTS**

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

## **ARTICLE IV**

### **MISCELLANEOUS**

Section 4.01. Administrative Fee. The Academy agrees to pay to the College Board an administrative fee of 3% of the State School Aid Payments received by the Academy. This fee shall be retained by the College Board from each State School Aid Payment received by the College Board for forwarding to the Academy. This fee shall compensate the College Board for overseeing the Academy's compliance with the Contract and all Applicable Law and other related activities for which compensation is permissible. If the Academy elects to enter into a contract for an administrative review with the 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 Charter Schools Office to the Academy on a fee for service basis, as authorized under the Code.

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

Section 4.03. Audit and Evaluation. The Academy:

- a. hereby authorizes the Charter Schools Office to perform audit and evaluation studies using Academy data including, but not limited to, personally identifiable information about the Academy's students and staff submitted by the Academy to agencies including, but not limited to, Center for Educational Performance and Information ("CEPI"), Office of Educational Assessment and Accountability ("OEAA") and the Michigan Department of Education ("MDE"). Pursuant to this authorization, the Charter Schools Office shall abide by the regulations that govern the use of student data within the Family Educational Rights and Privacy Act (FERPA - 34 CFR Part 99), the Michigan Identity Theft Protection Act of 2004, and the Privacy Act of 1974.
- b. shall upon request, provide the Charter Schools Office with copies or 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, the Michigan DataHub or any other state or federal agency.

Section 4.04. Fiscal Stress Notification from State Treasurer. If the State Treasurer notifies the Academy that the State Treasurer has declared the potential for Academy financial stress

exists, the Academy shall provide a copy of the notice to the Charter Schools Office. Within fifteen (15) days of receipt of the notification from the Academy, the Charter Schools Office Director shall notify the Academy whether the 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 4.04 shall prohibit the Academy from electing to enter into a contract for an administrative review with the College or an intermediate school district.

## **ARTICLE V**

### **TRANSPARENCY PROVISION**

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

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

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. Copies of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the Charter Schools Office
11. Copy of curriculum and other educational materials given to the Charter Schools Office
12. Copy of school improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds

14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved ESP Agreement(s)
17. Copy of Academy Board approved services contract(s)
18. Office of Fire Safety certificate of occupancy for all Academy facilities
19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)
21. Asbestos inspection report and Asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase 1 environmental report (if required)
24. List of current Academy teachers and school administrators with names and addresses and their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal background and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board
29. Proof of insurance as required by the Contract
30. Any other information specifically required under the Code

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

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

# Tab 5

## STAFF RESPONSIBILITIES

Superintendent .....	1.1
Principal .....	1.2
School Operations Manager .....	1.3
Student Retention Liaison .....	1.4
Director, Education Support Services .....	1.5
School Counselor .....	1.6
School Social Worker .....	1.7
Teacher .....	1.8
Special Education Teacher .....	1.9
Student Relations Site Utility .....	1.10
Security Staff .....	1.11

## ***SUPERINTENDENT***

**EMPLOYED BY:** USLC (ESP)

**REPORTS TO:** CHIEF OPERATING OFFICE OF ESP or DESIGNEE

### **POSITION SUMMARY:**

The Area Superintendent provides educational leadership in developing and implementing Organizational goals, standards and accountabilities, priorities, guiding principles, and program improvement. This position will develop, implement, and evaluate strategic instructional plans ensuring that students achieve high academic standards in accordance with applicable laws, Board Rules, regulations, charter school policies and procedures. This position reports to the School Board or designee.

### **RESPONSIBILITIES/DUTIES**

- Provide leadership and direction for the planning, evaluation, improvement, and implementation of the instructional program at the charter school.
- Create and implement processes for the continuous improvement of instructional leadership in academic and educational instruction.
- Develop goals and plans for instruction that ensures students achieve high academic standards and achieve superior Academic Performance results.
- Oversee and direct the activities of the Administrator ensuring compliance with policies and directives.
- Review and use student and school data to direct resources to support the improvement of educational programs and services.
- Collaborate with Charter Authorizers on school updates, changes, and requests. Confer with organizational Executive Leadership on making recommendations.
- Liaison to local government officials, authorizers, and local Board.
- Administer a program of professional development which builds the capacity of Administrator and school staff to reach student achievement goals.
- Evaluate Administrators for leadership effectiveness; conduct special studies as needed.
- Collaborate with school designees on the review of the school petition and renewal process, and accreditation review.
- Manage school budget and ensure fiscal responsibility.
- Resolve complaints and concerns of teachers, students, and parents that are not resolved at the school site level.
- Responsible to meet student enrollment, student retention, and graduation goals
- Keep members of the School Board and Executive Leadership informed on issues and needs
- Maintain positive School Board and community relations.
- Lead and participate in meetings, trainings, and audits.
- Perform administrative duties, responsibilities and activities that may be assigned or changed from time to time
- SUPERVISORY RESPONSIBILITIES: Manage, coordinate, supervise, coach and direct the hiring, training, or performance development of team members and oversee their daily activities



**KNOWLEDGE, SKILLS, ABILITIES**

- Knowledge of Public-School District organizational structure and functions
- Ability to communicate effectively with stakeholders, colleagues, and community representatives, diverse groups of people
- Appropriate interpersonal style and methods to guide individuals and groups toward task accomplishment and effect positive change in staff and programs
- Ability to represent the school with responsible, mature judgment, tact, and decisiveness
- Ability to plan, organize and administer programs and projects
- Leadership skills including consensus building and conflict resolution

**MINIMUM QUALIFICATIONS**

- Experience working in a school setting
- Minimum 5 years' experience in leadership/management preferred
- Bachelor's Degree required; Master's Degree in Educational Leadership or related field preferred
- Valid Teaching credential with English Language Authorization or Valid California Pupil Personnel Services (PPS) credential required
- Valid Administrative Services Credential Required and/or Certificate of Eligibility or enrolled in an Administrative Services Credential Program required
- Knowledge and/or experience in project management, program development, organizing, prioritizing, coordinating, implementing, and managing multiple programs, projects, tasks and building teams preferred
- Proficient in student information systems (SIS) or educational applications
- Skilled in MS Office (Word, Excel, PowerPoint, Outlook, Teams)
- Ability to travel in performance of job duties is required
- Ability to lift, carry, push, pull objects weighing up to 10 pounds

## **PRINCIPAL**

**EMPLOYED BY:** USLC (ESP)

**REPORTS TO:** SUPERINTENDENT OR DESIGNEE

### **POSITION SUMMARY:**

The Principal is the key stakeholder in ensuring all students and staff participate in building a culture of mutual respect so that each learner is able to explore and prepare their own story of success in earning a high school diploma and positively serving the community. The Principal serves as the Administrator of their designated school(s) and is responsible for the direction of the instructional program, overall management and operation of the school(s) and related facilities. This includes the supervision of all certified and classified employees assigned to serve in the school(s). This position reports to the School Board or designee.

### **RESPONSIBILITIES/DUTIES**

- Provide leadership to all staff in promoting the vision and mission of the charter school
- Provide guidance, supervision and assistance in instructional practices and curriculum development that is responsive to the academic and cultural needs of the student population, including English Language Learners and Special Education students
- Provide leadership for and facilitates collaboration with all stakeholders on identifying goals for student achievement; develops the School Improvement Plan; assesses progress toward meeting the goals
- Supervise and evaluate the performance of all assigned certified and classified personnel; provide counseling and assistance, recommends appropriate action in cases of substandard performances, and identifies and encourages individual teachers with leadership potential
- Counsel students, recommend, and implement student disciplinary actions in accordance with the Michigan Revised School Code, Charter School policy, and procedures, and the school's student responsibility code
- Maintain a school climate that ensures the safety, health, and welfare of students and personnel; organize and implements a "School Safety Plan"; complies with mandated child abuse reporting procedures
- Provide effective professional development and training for all stakeholders to improve student achievement and build capacity of teachers to improve teaching services to students
- Collaborate with management staff to staff the school properly
- Monitor student assignments and teacher caseloads according to school policies
- Carry out a program of community outreach and parent support as a means of communicating and strengthening the school program
- Collaborate with operations staff to monitor compliance with attendance procedures, and audits.
- Plan, organize, and conduct school extra-curricular activities and events
- Ensure adherence to federal and state laws, reporting requirements and maintenance of school plans
- Make periodic appraisals of pupil progress and directs reports to parents
- Plan, coordinate and review the work of Leadership Team
- Serve on committees

**SUPERVISORY RESPONSIBILITIES:** Manage, coordinate, supervise, coach, and direct the hiring, training, or performance development of team members and oversee their daily activities.

**KNOWLEDGE, SKILLS, ABILITIES**

- Knowledge of Michigan Education Code, high school credits, graduation requirements and create interventions
- Knowledge of alternative educational programs, including independent study
- Knowledge of curriculum, including highly developed competencies in at least one content area
- Knowledge of on-line/virtual learning platforms
- Ability to work with the entire school community (e.g. parents, students, teachers, administration, business and community groups)
- Ability to use technology; software applications for data collection and analysis

**MINIMUM QUALIFICATIONS**

- Valid Michigan Administrator's Certificate and/or Certificate of Eligibility OR enrolled in an Administrator Credential Program
- Valid Michigan Teaching certificate
- Bachelor's Degree or higher from a regionally accredited college or university
- Prior teaching experience required
- Minimum 2 years' experience as a School Administrator/leadership role
- Experience with student and educational information systems
- Skilled in MS Office (Word, Excel, PowerPoint, Outlook, Teams)
- Ability to travel in performance of job duties is required
- Ability to lift, carry, push, pull objects weighing up to 10 pounds (almost all office jobs)

## ***School Operations Manager***

**EMPLOYED BY:** USLC (ESP)

**REPORTS TO:** PRINCIPAL OR DESIGNEE

### **POSITION SUMMARY**

The School Operations Manager will manage school facilities, coordinate day-to-day operations of the Learning Center, manage student data compliance, pupil attendance reporting and vendor management. This position will act as the district liaison for the school and is responsible for overseeing the Education Management Information Systems (EMIS), school enrollment process, support student testing initiatives and support decision making by developing, preparing and analyzing data reports. This position will also engage with multiple stakeholders including students, staff, board of directors, Education Service Provider (ESP) and school district representatives, to create and contribute a positive environment that supports innovation, teamwork, and successful school operations and outcomes. This position reports to the Principal or designee.

### **RESPONSIBILITIES/DUTIES**

- Plan, organize, manage, and direct all aspects of the Compliance Program; ensure procedures are in accordance with federal and State educational regulations, school and Board policies
- Oversee compliance, accuracy, completeness, and transfer of district, staff, student, and financial EMIS data.
- Oversee new student enrollment, student orientations, recordkeeping and ensure adherence to school procedures and provide training and technical assistance to staff on student records compliance
- Ensure accuracy of student information including but not limited to attendance data, grades, immunization records, and enrollment data in the Student Information System and conduct quality assurance audits
- Collaborate and coordinate with leadership and other designees on various tasks including new employee onboarding, employee transactions, timecard/payroll support transactions, educational program implementation, student and parent communications, student orientations, and other student events
- Comprehension of data reporting rules for federal, local, and state reporting.
- Oversee and work collaboratively with district personnel, as well as other EMIS and non-EMIS reporting agencies to maintain accurate staff and student data and communicate updates, enhancements or changes
- Assist with the creation and distribution of work schedules as needed
- Assist with grant compliance, compliance audits and reporting Collect and analyze data, prepare reports and make presentations as requested
- Manage student & staff attendance data process & ensure that it is reconciled & accurate each day; oversee drop/pre-drop letters to students
- Conduct interviews and collaborate with the Human Resources Department on new hire recommendations and orientations
- Oversee daily data entry and follow up for student discipline system.
- Recommend changes or updates to compliance procedures, school related forms in accordance with changes in state law and prepare and participate in school audits

- Be an active and a positive contributor to the school; participate in graduation & school events
- Reviews and submits campus supply orders to the Principal or designee
- Perform administrative duties, responsibilities and activities that may be assigned or changed from time to time.

**SUPERVISORY RESPONSIBILITIES:** Manage, coordinate, supervise, coach and direct the hiring, training, or performance development of team members and oversee their daily activities.

#### **KNOWLEDGE, SKILLS, ABILITIES**

- Knowledge of Michigan Education Code as it relates to staff and student data and recordkeeping
- Ability to process high volume of documentation, data entry with high accuracy and data analysis and reporting
- Records management
- Ability to work with limited supervision and meet multiple competing deadlines and schedules
- Excellent oral and written communication and customer service

#### **MINIMUM QUALIFICATIONS**

- Associates Degree; Bachelor's Degree, preferred
- 3 years of related business duties; highly desired public education work experience
- 2 years of specific experience in EMIS preferred
- Knowledge of Supervisory experience required
- Advance skills in MS Office (Word, Excel, PowerPoint, Outlook)
- Experience in a public school environment required
- Experience with student information systems required
- Ability to travel in performance of job duties is required
- Ability to lift, carry, push, pull objects weighing up to 10 pounds (almost all office jobs)

## ***STUDENT RETENTION LIAISON***

**EMPLOYED BY:** USLC (ESP)

**REPORTS TO:** PRINCIPAL OR DESIGNEE

### **POSITION SUMMARY:**

The Student Retention Liaison will perform a variety of duties and responsibilities involved in student attendance, student engagement and readmission, and book retrieval. This position will interact with students and families, and even make home visits to promote the success of the students. Student Retention Liaison develops relationships with students to foster attendance and retention of students, assuring students stay on track to graduate. This position will conduct attendance intervention meetings (AIMs) to promote attendance and remove barriers to attendance and student success.

### **RESPONSIBILITIES/DUTIES:**

- Investigate student absences and withdrawals and encourage school readmission.
- Contact parents/legal guardian and students to obtain information concerning reasons for pupil absences from school.
- Make home visits to follow up on attendance problems and to observe home situations that may interfere with attendance.
- Participate in Attendance Intervention Meetings (AIM) and Student Retention Meetings (SRM)
- Implement restorative methods in meetings to support students.
- Collaborate with school personnel to coordinate and implement learning support activities for students.
- Collaborate with school personnel to investigate and address student absenteeism and to formulate solutions to improve student retention
- Develop, establish and coordinate community resource contacts. Partner with the Community Liaison on community contacts and resources.
- Provide resources to students to enhance academic achievement.
- Provide weekly progress reports to supervisor regarding student and asset retrieval along with comprehensive report tracking all contact with current or former students.
- Answer inquiries from students, parents/legal guardian regarding attendance records and school re- admittance.
- Document student attendance progress in the student database.
- Secure and track return of schoolbooks.
- Apply and provide information, forms and necessary documents regarding school policy and procedures.
- Partner with local law enforcement for student retention activities and solutions.
- Type and prepare a wide variety of documents including letters and reports.
- Research the enrollment status of students leaving our school for outside schools and update system codes as needed.
- Research, compile and analyze student information to support student retention activities
- Participate in staff meetings and trainings
- Administrative duties, responsibilities, and activities may be assigned or changed from time to time

**KNOWLEDGE, SKILLS, LICENSES, CERTIFICATION, ETC.**

- Ability to work with diverse student populations
- Ability to work cooperatively and collaboratively with various stakeholders (parents/legal guardians, students, school staff, community organizations, law enforcement)
- Understand and carry out oral and written directions
- Strong organizational and planning skills; Ability to meet schedules and timelines
- Ability to handle multiple competing assignments and projects
- Ability to communicate verbally and in writing
- Ability to work independently; self-sufficient
- High customer service presentation

**MINIMUM QUALIFICATIONS:**

- Bachelor's Degree required.
- Minimum of 2-year experience in a public-school environment, community or school relations work experience, including working with courts and law enforcement, or social services background
- Intermediate or Advanced, or Expert skills in MS Office (Word, Excel, PowerPoint, Outlook)

***DIRECTOR, EDUCATIONAL SUPPORT SERVICES*****EMPLOYED BY:** USLC (ESP)**REPORTS TO:** CHIEF ACADEMIC OFFICER OF ESP OR DESIGNEE**POSITION SUMMARY:**

The Director of Educational Support Services performs a variety of specialized tasks pertaining to the development and management of all educational program within the region. These programs include; online learning, academic counseling, new site start-up, CTE, special education, new teacher training, student intervention, instructional coaching, and curriculum and assessment support.

**RESPONSIBILITIES/DUTIES:**

- Provide guidance and direction in the development of new organization learning center sites.
- Interfaces with the Development Team on a regular basis related to educational programs.
- Interfaces regularly with the Area Superintendent and additional Organizational Leadership.
- Serves as liaison to educational partnership agencies.
- Plans, organizes, and directs research in the development of new student support programs such as the Personalized Learning Plans, Student Assessment, and Intervention Programs.
- Supervises, coordinates, and provides direction to the Academic Counseling program and career centers.
- Coordinates the online learning system and supervises the activities of the online team.
- Participates in the developments of the Education Staff Development plan and provides area specific development.
- Provides regular interface with SPED/EL program staff.
- Provides regular interface with the Student Services/Operations team.
- Performs a variety of personnel functions (e.g. interviewing, hiring, training, staffing, scheduling, supervising, etc.) for classified and certificated staff.
- Adherence to California Administrator Services Standards.
- Provides statistical and project/program progress reports.
- Performs other duties as assigned.

**KNOWLEDGE, SKILLS AND ABILITIES:**

- Thorough knowledge of California Teaching Standards.
- Knowledge of education trends, research, and technology to support learning.
- Knowledge of research-based instructional strategies necessary for effective instruction of all student populations, including at-risk students.
- Strong analytical, organizational, presentation, verbal communication, and written communication skills.
- Ability to differentiate instruction to meet diverse student needs.
- Ability to work effectively with students, parents, staff members, and community members.



**MINIMUM QUALIFICATIONS:**

- Valid California Administrative Services Credential preferred
- Valid California Single Subject or Multiple Subject teaching credential
- Master's Degree or advance study in the field of education, including the areas of administration and supervision from an accredited college or university
- At least three years of successful experience in an administrative or supervisory position; charter school experience preferred
- Minimum of 5 years of teaching experience
- Proficient in MS Word, Email

## ***SCHOOL COUNSELOR***

**EMPLOYED BY:** USLC (ESP) OR 3<sup>RD</sup> PARTY CONTRACTOR  
**REPORTS TO:** PRINCIPAL OR DESIGNEE

### **POSITION SUMMARY:**

Following the American School Counselor Association (ASCA) National Model multi-tiered multi-domain system of support (MTMDSS), the School Counselor will address the needs of all students by facilitating their academic, personal/social development, and career development as well as helping create a positive and safe learning experience. The School Counselor will assist students as they face issues and resolve problems that prevent their healthy development utilizing trauma-informed practices. School Counseling support is delivered through the following components: Guidance Curriculum, Individual Planning, Responsive Services, Referral, Consultation, and Collaboration.

The School Counselor's primary role is to support students with any barriers hindering their progress as they work towards completing their high school diploma and begin their post-secondary plan. This position will collaborate and consult with teachers and other school personnel in providing them with strategies, support, and resources that will contribute to the student's success.

### **RESPONSIBILITIES/DUTIES:**

#### Personal/Social Development Domain

- Provide school-wide prevention and intervention strategies and counseling services
- Provide counseling and mentoring for students struggling with social and emotional problems utilizing trauma-informed support and services
- Collaborate with School Social Workers and other school personnel
- Provide support and guidance to School Social Worker intern as a preceptor, if applicable
- Work with school personnel and community agencies to provide support services to behaviors that interfere with academic success
- Reinforce executive functioning skills, such as but not limited to communication and social skills, problem solving, anger management, self-regulation, optimism, and resilience
- Enhance understanding and acceptance of diverse cultures and backgrounds
- Provide referrals to community support services
- Cultivate relationships with community and government organizations
- Respond to crises by providing direct services and coordination with appropriate community services

#### Academic Domain

- Advocate for the high academic achievement of all students
- Support student skills, attitudes, and knowledge that contribute to effective learning
- Apply knowledge of various counseling techniques to improve and support student retention
- Assist students in developing strategies to achieve success in school
- Assist students in understanding the relationship of academics to careers, life at home, and in the community
- Design and implement interventions that support student success
- As part of a multidisciplinary team, review eligibility for special education services

### College & Career Domain

- Encourage all students to engage in life-long learning and develop career paths
- Provide the foundation for the acquisition of skills, attitudes, and knowledge that empowers students to make a successful transition from school to career
- Provide a comprehensive plan of career awareness, exploration, and preparation
- Support postsecondary opportunities through presentations and special events (e.g. guest speakers, college fairs, college trips)
- Assist students in navigating the college search and application process
- Facilitate college admission and financial aid workshops for students and parents
- Assist with testing processes and information pertinent to college (e.g. PSAT, SAT, ACT, etc.)
- Develop and maintain relationships with local colleagues and employment programs

### Counseling Program and School-Wide Collaboration

- Adhere to State Standards for the School Counselor Profession, and Ethical Standards for School Counselors
- Provide consultation, training, and staff development to teachers and parents regarding students' needs
- Collaborate with the School Administrators to implement school-wide programs that help maintain positive school climates
- Serve as a liaison to students that are in foster care, experiencing homelessness and justice-involved youth
- Promote school policies and practices that ensure the safety of all students by reducing school violence, bullying, and harassment
- Participate in staff meetings, professional development, graduation, and school activities
- Complete other counseling related tasks and duties as directed by the Principal to support teachers and collaborate with Administrators, Teacher, and other staff to promote student success and retention
- Document information in the student information database; complete school related forms
- Administrative duties, responsibilities, and activities may be assigned or changed from time to time

### **KNOWLEDGE, SKILLS, LICENSES, CERTIFICATION, ETC.**

- Ability to initiate, develop, and coordinate programs and services based on student/site needs
- Ability to work collaboratively with all stakeholders
- Ability to prioritize and manage multiple tasks
- Ability to effectively handle challenging and sensitive situations with students, parents, and staff
- Ability to work with a variety of learning styles and abilities, including those with special needs and low skill level
- Ability to develop varied approaches to a problem and/or situation
- Ability to grasp new concepts; Adapt to and support change
- Strong oral and written communication skills
- Strong professional collaborative skills

**MINIMUM QUALIFICATIONS:**

- Masters Degree in School Counseling or related field required
- Valid Ohio Pupil Services License in School Counseling required
- Experience with individual and group counseling sessions
- Experience working with at-risk student populations
- Experience with prevention, intervention, developmental, and crisis counseling
- College, community, and social/youth agency partnerships
- Use of data to inform decisions and drive continuous improvement
- Experience using student information databases or software applications
- Skilled in MS Office (Word, Excel, PowerPoint, Outlook) or other specific technology

## **SCHOOL SOCIAL WORKER**

**EMPLOYED BY:** USLC (ESP) OR 3<sup>RD</sup> PARTY CONTRACTOR

**REPORTS TO:** PRINCIPAL OR DESIGNEE

### **POSITION SUMMARY:**

Under the supervision of the Principal, the School Social Worker will assist identified high risk/need students by providing strategic services that identify and address the social-emotional-environmental issues that interfere with the educational process.

### **RESPONSIBILITIES/DUTIES:**

- Collaborates with staff in early identification of at-risk students who demonstrate behavioral, social, and/or emotional problems in order to promote student success.
- Identifies and assesses academic barriers through exploration of factors impinging on student adjustment including factors in the home, school, and community.
- Provides staff consultation on behavioral-emotional-environmental issues affecting student participation in the learning process.
- Provides brief solution-focused individual and group counseling services to students.
- Conducts workshops, social skills groups, and classroom presentations on identified areas of concern for the students.
- Collaborates with School Counseling, to meet the needs of identified foster/homeless youth and other at-risk student sub-groups (including parenting, gang affiliated, incarcerated and LGBTQ youth).
- Serves as liaison between community agencies and families to assist in the coordination and delivery of therapeutic support services.
- Serves as a member of the crisis intervention team.
- Provide staff development in the areas of child abuse and neglect, trauma-informed practices, Crisis protocol, coping with grief and loss, and other areas as needed.
- Provide direction and support to social work and/or counseling interns to meet the social/emotional needs of students at the school site.
- Attends meetings and professional development activities as required.

#### *Foster/Homeless Youth emphasis:*

- Facilitate meetings with all foster/homeless youth identified in assigned school site(s).
- Assess student educational needs and make appropriate referrals and intervention recommendations.
- Collaborate with School Counselors, SRS and Community Liaisons to connect and support students to educational and/or vocational programs, including (but not limited to) tutoring, mentoring, job training, college prep/fairs, etc.
- Collaborate with caseworkers/social workers and/or service providers to ensure student success.

#### *Community/Parent Support*

- Assist in development of community awareness and partnerships;
- Assist in development, coordination and implementation of psycho-educational workshops;
- Assist in the development of college/career field trip planning;
- Assist in creation and approval of marketing material

**KNOWLEDGE, SKILLS, ABILITIES:**

- Organizational structure of educational systems
- All applicable laws, regulations and policies related to students
- Principles, practices, trends, goals, and objectives of public education, particularly as they apply to school social work and child welfare and attendance
- Legal mandates, policies, regulations, and guidelines pertaining to student attendance
- Knowledge of current trends and issues in education with a particular focus on at-risk students and dropout prevention
- Strong facilitation, interpersonal, and presentation skills
- Organizational skills and ability to handle multiple tasks
- Ability to establish and maintain cooperative and collaborative working relationship with a variety of professionals and management
- Ability to work in a team environment
- Excellent oral and written communication skills
- Problem solving, collaborative decision-making and conflict resolution skill
- Ability to maintain a high level of confidentiality

**MINIMUM QUALIFICATIONS:**

- Master's degree in social work from an accredited program;
- Valid Michigan Social Worker License
- Completion of an MDE-approved school social worker preparation program;
- 500 clock hours of direct social work practice with children and/or youth, supervised by a Licensed Master Social Worker, which may be earned via a field practicum or internship during the master's degree program, or as a post-master's degree practicum.
- Minimum of two (2) years of school social work experience
- Proficient in MS Office (Word, Excel, Email)
- Proficient in Student Information Database

## **TEACHER**

**EMPLOYED BY:** USLC (ESP) or 3<sup>RD</sup> PARTY CONTRACTOR

**REPORTS TO:** PRINCIPAL OR DESIGNEE

### **POSITION SUMMARY:**

The Teacher will plan, organize and implement an appropriate personalized instructional program in a learning environment that guides, supports, and encourages students to develop and fulfill their academic potential, completion of diploma requirements and post-secondary transition plan. The teacher will collaborate with other instructional staff and school personnel.

### **RESPONSIBILITIES/DUTIES:**

- Develop, review and regularly update personalized academic plans based on students' transcripts, assessment data, career pathway planning (CTE), post-secondary goals, and progress towards those goals
- Create and maintain an effective learning environment by modeling positive and respectful behavior, upholding and supporting high academic expectations, and maintaining positive and professional relationships with colleagues, students and parents
- Assign appropriate courses of study
- Establish and communicate learning objectives and content standards to be assessed
- Plan, prepare for and deliver instructional activities to facilitate learning experiences
- Identify and implement instructional strategies and resources to meet students' varying needs
- Engage students in academic conversations that elicit critical thinking, creativity, collaboration and communication
- Connect instruction to real-world experiences and students' post-secondary goals
- Regularly check for understanding and provide clarifying and/or enrichment information
- Carefully observe, review and evaluate student homework and test results to assess and monitor progress
- Provide students with meaningful feedback to enhance learning and improve achievement
- Instruct and monitor student progress in the use of online learning materials and technology
- Provide appropriate accommodations, modifications and interventions for English Learners, students with 504 Plans, and Special Education students
- Model and guide students to develop strategies that foster independent learning skills such as, goal-setting, time management, and accessing/utilizing resources
- Administer state standardized and school diagnostic assessments according to guidelines
- Regularly communicate necessary information to students, colleagues, and parents regarding student progress and student needs
- Refer students to support structures and social services as appropriate
- Prepare for and participate in school events: parent teacher conferences, open house, graduations.
- Maintain student folders and records in accordance with school policies and state guidelines
- Collaborate with colleagues to improve teaching practices through professional learning communities, student study teams, department meetings, and student retention meetings
- Participate in professional development opportunities as directed by leadership

**KNOWLEDGE, SKILLS AND ABILITIES:**

- Thorough knowledge of State Professional Teaching Standards
- Knowledge of educational trends, research, and technology to support learning
- Knowledge of research-based instructional strategies necessary for effective instruction of all student populations, including students at-risk of academic failure
- Ability to differentiate instruction to meet diverse student learning needs
- Ability to work effectively with students, parents, staff members, and community representatives in providing a rigorous educational program
- Ability to work effectively with all racial, ethnic, linguistic, disability, and socioeconomic groups
- Ability to communicate effectively including giving clear and concise instructions, using academic language, and appropriate level of delivery, and listening without bias and providing appropriate feedback/reinforcement
- Ability to compose and comprehend written communication
- Ability to make independent judgements
- Ability to meet deadlines and maintain accurate records
- Commitment to the education of all students
- Planning and organizational skills

**MINIMUM QUALIFICATIONS:**

- Valid Michigan Teaching Certificate with appropriate endorsement(s) for all subject area(s) being taught
- Bachelor's degree with major or minor in designated subject
- Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule



## ***SPECIAL EDUCATION TEACHER***

**EMPLOYED BY:** USLC (ESP) OR 3<sup>RD</sup> PARTY CONTRACTOR

**REPORTS TO:** PRINCIPAL OR DESIGNEE

### **POSITION SUMMARY:**

Teach in a personalized instructional environment, work with students and/or parents to determine and evaluate the student's academic plan, manage and provide services according to the student's Individual Education Plan (IEP).

### **RESPONSIBILITIES/DUTIES:**

- Plan, organize and implement daily lessons in accordance with the approved curriculum
- Conduct pre and post-testing using standardized tests for each student
- As a part of a team, write and implement goals as outlined in each student's IEP
- Responsible to manage a student's behavior
- Demonstrate competency in all subject areas
- Participate in the identification of students with possible disabilities post intervention phase
- Provide direct student instruction
- Provide academic assessments
- Schedule and chair IEP meetings including 30-day review IEP meetings for all students
- Meet special education timeline requirements as specified by education code
- Collaborate with general education teachers
- Work with Special Education Program Specialists and school support staff to support student instruction
- Participate in authorized school district trainings, school events, and meetings
- Maintain documentation of communications with students, families, and other services providers.
- Maintain documentation of daily activities.
- Complete reports and forms as required
- Travel to other school sites to render Special Education teaching services
- Perform other duties and responsibilities as assigned.

### **SPECIFIC KNOWLEDGE, SKILLS, LICENSES, CERTIFICATIONS, ETC:**

- Knowledge of Special Education Program guidelines
- Excellent reading and writing Skills
- Organizational skills
- Ability to meet required Program deadlines
- Ability to work with a diverse student population
- Ability to work in a team environment

### **MINIMUM QUALIFICATIONS:**

- Bachelor Degree
- Valid Michigan Teaching Certificate with an endorsement in Special Education
- English Language and Autism Authorizations
- Prior experience working with exceptional learners strongly recommended
- Eligibility to obtain a teaching permit or teaching internship
- Proficient in Microsoft Office, Excel, Word, in addition to a variety of educational software programs
- General Office skills

## ***STUDENT RELATIONS SITE UTILITY***

**EMPLOYED BY:** USLC (ESP)

**REPORTS TO:** PRINCIPAL OR DESIGNEE

### **POSITION SUMMARY:**

The Student Relations Site Utility performs a variety of complex and specialized activities related to student records, the Compliance Program, and all compliance issues related to student attendance. The Position serves as a point of contact for students, parents, and Teachers in appropriate areas of student information, progress, or concerns.

### **RESPONSIBILITIES/DUTIES:**

#### *Student Services & Compliance Program*

- Maintain daily student data records.
- Check Master Agreement for dates, signatures, etc. in accordance with compliance program processes.
- Review student folders and record deficiencies found; send data to manager for information compiling.
- Review and confirm student attendance tracking.
- Assist teachers on tasks that will ensure compliance program requirements.
- Sends drop/pre-drop letters to students.
- Adhere to School Compliance Program deadlines.
- Participate in student/school events (i.e. graduation, open house).
- Participate in staff meetings and trainings.
- Assist with Registrar duties, as location requires.
- Utilize organizational systems for records and processing
- Administrative duties, responsibilities, and activities may be assigned or changed from time to time

#### *Front Office/Student Enrollment*

- Answer and handle all incoming telephone calls.
- Assist with conducting student orientations.
- Ensure student's required enrollment documents are complete and enter in the student information database.
- Comply with expulsion, English Language Learner (ELL), special education, re-enrollment and reinstatement enrollment protocols.
- File documents in student folders.
- Send drop/pre-drop, and certified letters to the parents/students.
- Keep abreast of current school programs and student initiatives.

### **KNOWLEDGE, SKILLS & ABILITIES:**

- Ability to work independently with minimal direction
- Effective communication, reading and writing skills
- Ability to process a high volume of documentation and data entry with high accuracy
- Excellent planning and organizational skills
- Able to meet frequent deadline pressures
- Ability to use computer technology proficiently
- Self-sufficient and focused on excellent customer service

**MINIMUM QUALIFICATIONS:**

- Completion of High School Diploma or General Education Diploma
- 2 years office experience
- Experience in a public-school environment highly desired
- Experience using student information systems
- Skilled in MS Office (Word, Excel, PowerPoint, Outlook)

## **SECURITY STAFF**

**EMPLOYED BY:** 3<sup>RD</sup> PARTY CONTRACTOR

**REPORTS TO:** PRINCIPAL

### **POSITION SUMMARY**

A Security Coordinator will present themselves at all times as a professional, upholding the mission, goals and objectives of the organization. He/she will remain current on best skills related to assisting Academy administrators and staff. The Security Staff will be hired by the Educational Service Provider ("ESP\*") or a 3 Party Contractor, will be assigned to specific areas and duties as needed, by the Academy Director.

### **RESPONSIBILITIES/DUTIES:**

- Provide day-to-day security assistance to Academy administrators, staff, students, and guests.
- Check students and guests into the facility through established procedures.
- Handle recording of information related to safety checks and incidents.
- Assist with maintaining a safe, orderly, and clean environment.
- Be knowledgeable about safety rules and assist with planned and unplanned safety drills.
- Copy, print, collate and otherwise help coordinate all tasks related to maintaining a clean and safe school environment.
- Help monitor levels of supplies on hand for facility maintenance and upkeep.
- Assist with the filing, retention, and distribution of pertinent documents, including cooperating with other agencies and districts, as needed, in student records and similar information.
- Help keep classrooms and other school spaces organized, clean, and clutter-free.
- Other duties as may be assigned...

### **QUALIFICATIONS:**

- High School Diploma, preferably post-secondary training in security skills.
- Proficient in organizational and communication skills.
- Desire and willingness to be cooperative in working with Academy team members.
- Ability to develop and maintain constructive group relationships.
- Will successfully pass a criminal background check.

# Tab 6

## **MANAGEMENT SERVICES AGREEMENT**

This Management Services Agreement (the "Agreement") is made and entered into as of the 1st day of July, 2020, by and between **edtec central, LLC**, a Michigan limited liability company ("edtec") and the **Life Skills Center of Pontiac** (the "Academy"), a body corporate and public school academy organized under the Revised School Code (the "Code").

**WHEREAS**, The Academy is a public school academy located at 142 Auburn Avenue, Pontiac, Michigan, 48342-3008 and authorized pursuant to a contract (the "Contract") issued by Bay Mills Community College Board of Regents ("BMCC"); and

**WHEREAS**, The Academy operates under the direction of an Academy Board of Directors (the "Board"); and

**WHEREAS**, edtec is a Michigan limited liability company providing educational and managerial services to public school academies that has the ability to implement a comprehensive educational program and management methodologies for the Academy; and

**WHEREAS**, The Academy desires to engage edtec to perform certain services related to the Academy's educational program.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

### **ARTICLE I**

#### **CONTRACTUAL RELATIONSHIP**

A. **Authority.** The Academy has been granted the Contract by BMCC to organize and operate a public school academy, together with the powers necessary or desirable for carrying out the educational program set forth in the Contract. The Academy is authorized by law to contract with a private entity to provide educational management services, provided that no provision of such a contract shall be effective if it would prohibit the Board from acting as an independent, self-governing public body, allow public decisions to be made other than in compliance with the Open Meetings Act, or interfere with the Board's constitutional duty to exercise its statutory, contractual and fiduciary obligations governing the operation of the Academy.

B. **Contract.** Acting under and in the exercise of such authority, the Academy hereby contracts with edtec, for specified functions relating to the provision of educational services and the management and operation of the Academy.

C. **Status of the Parties.** edtec is a Michigan limited liability company, and is not a division or a part of the Academy. The Academy is a body corporate and governmental entity authorized by the Code, and is not a division or part of edtec. The relationship between edtec

and the Academy is based solely on the terms of this Agreement. The parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor, and that except as expressly set forth in this Agreement, no employee of edtec shall be deemed to be an agent or employee of the Academy. edtec will be solely responsible for its acts and the acts of its agents, employees and subcontractors.

D. **Designation of Agents.** The Board designates the employees of edtec as agents of the Academy having a legitimate educational interest such that they are authorized access to educational records under 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act ("FERPA"). Except as set forth in this Paragraph or as expressly acknowledged in writing by the Board, no employee of edtec shall otherwise be deemed to be an agent of the Academy.

## ARTICLE II

### TERM

This Agreement shall become effective July 1, 2020 and shall extend for a period of four (4) years, through June 30, 2024. This contract may be renewed and extended if agreed to in writing, by both parties. This contract is also subject to a continued Contract from BMCC and continued state per capita funding.

## ARTICLE III

### FUNCTIONS OF EDTEC

A. **Responsibility.** Under the direction of the Board, edtec shall be responsible for all of the management, operation, administration, and education at the Academy. Such functions include:

1. Implementation and administration of the educational program set forth in the Contract;
2. Budget preparation and financial management services, as defined in this Agreement;
3. Financial services including accounting, bookkeeping services; accounts payable and accounts receivable;
4. As authorized pursuant to the Budget approved by the Board, acquisition of instructional and non-instructional material, equipment and supplies and the maintenance of an inventory system of all equipment;
5. Selection, employment and supervision of all teachers and staff and the personnel management services (recordkeeping, wage and benefits administration, training and technical assistance) necessary to support those employees;

6. Supervision of the school support services programs including food service and facilities maintenance;
7. Preparation of required BMCC, local, state and federal reports with prior review by the Board;
8. Preparation of applications for standard categorical grants and special education programs;
9. Subject to Article V. B. 4., in cooperation with legal counsel if needed, applying for funding sources for special programs and facility improvements as requested by the Board;
10. Operation of the school building and the supervision of the installation of technology integral to school design;
11. Administration of extra-curricular and co-curricular activities and programs;
12. Preparation of processes and procedures governing operations of the Academy as approved by the Board;
13. Provide special education services to students who attend the Academy in conformity with the requirements of applicable law, regulations and Board policies;
14. Participation in strategic planning with the Board for the continuing educational and financial benefit of the Academy;
15. Implementation of a public relations strategy for the development of a beneficial and harmonious relationships with other organizations and the community;
16. Implementation and enforcement of student codes of conduct approved by the Board; and
17. Any other function necessary or expedient for the administration of the Academy, mutually agreed to by both parties and with prior approval from the Board.

**B. Educational Goals and Program.** edtec shall implement the educational goals and programs set forth in the Contract, including but not limited to methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade classifications or pupils to be enrolled, and methods to be used to monitor performance towards targeted educational outcomes (the "Educational Program"). In the event that edtec determines that it is



advisable to modify the educational goals and program set forth in the Contract, edtec will provide written notification to the Board specifying the changes it recommends and the reasons for the proposed changes.

C. **Subcontracts.** It is anticipated that edtec will utilize subcontracts to provide some of the services it is required to provide to the Academy. edtec shall not subcontract the management, oversight or operation of the teaching and instructional program without the prior approval of the Board. In the event that such services are subcontracted by edtec, edtec shall provide BMCC with sufficient documentation as required by BMCC. Board approval of other subcontracts is not required.

D. **Place of Performance.** Instruction services other than field trips will normally be performed at the Academy facilities. edtec may perform functions other than instruction, such as purchasing, professional development, and administrative functions at off-site locations, unless prohibited by the Contract or applicable law. The Academy shall provide edtec with the necessary office space at the Academy site to perform all services described in this Agreement.

E. **Acquisitions.** All acquisitions made by edtec for the Academy 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. edtec and its subcontractors will comply with the Academy's Purchasing Policy, as may be amended from time to time by the Board, as well as Section 1274 of the Code as if the Academy were making these purchases directly from a third party supplier and edtec will not include any fees or charges to the cost of the equipment, materials and supplies purchased from third parties when it seeks reimbursement for the cost of these acquisitions.

F. **Pupil Performance Standards and Evaluation.** edtec is responsible for and accountable to the Board for the performance of students who attend the Academy. edtec shall implement pupil performance evaluations which permit evaluation of the educational progress of each Academy student, using measures of student and school performance required by the Contract and the State of Michigan and such additional measures as shall be mutually agreed between the Board and edtec and consistent with the Contract.

G. **Student Recruitment.** edtec shall be responsible for the recruitment of students subject to the provisions of the Contract and the policies adopted by the Board. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law. edtec shall follow all applicable Board procedures regarding student recruitment, enrollment and lottery management, and shall be responsible for publication of appropriate public notices and scheduling of open houses.

H. **Student Due Process Hearings.** edtec shall provide students with procedural and substantive due process in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality and access to records, to an extent consistent with

the Academy's own obligations. The Board hereby retains the right to provide due process as required by law.

I. **Legal Requirements.** edtec shall provide educational programs that meet the requirements imposed under the Code and the Contract, unless such requirements are or have been waived.

J. **Board Policy.** The Board shall adopt Board Policies applicable to the Academy. edtec is directed to comply with Board Policies and implement Administrative Guidelines as needed in edtec's discretion to enforce Board Policies. If requested by the Board, edtec shall assist the Board in its policy making function by recommending the adoption of reasonable Board Policies applicable to the Academy.

K. **School Year and School Day.** The school year and the school day shall be as provided in the Contract and as defined annually by the Board. The Board shall require and edtec shall operate a school year that conforms to the length and number of hours required by law. edtec may operate a long school year and/or school day as mutually agreed to by both parties.

L. **Authority.** edtec shall have authority and power necessary to undertake its responsibilities described in this Agreement except in the case(s) wherein such power may not be delegated by law.

M. **Contract with BMCC.** edtec will not act in a manner that will cause the Academy to be in breach of its Contract with BMCC.

N. **Additional Programs.** The services provided by edtec to the Academy under this Agreement consist of the Educational Program as set forth in the Contract, as the same may change from time to time. The Board may decide to provide additional programs, including but not limited to summer school. If the Board determines to alter how the summer school program is operated as of July 1, 2016, if the grant funding for Summer School programs is no longer available, the Parties shall negotiate the cost for such program in a separate agreement between the Parties. The Academy may also purchase additional services from edtec at mutually agreeable cost pursuant to a separate agreement between the parties.

O. **Annual Budget Preparation.** edtec will provide the Board with a proposed annual budget that shall conform to the State accounting manual and the Uniform Budgeting and Accounting Act, MCL 141.421 et seq. and in a form satisfactory to the Board and to BMCC. The budget shall contain object level detail and comply with public accounting standards. The budget shall include anticipated revenues and projected expenses and costs reasonably associated with operating the Academy and the Educational program including, but not limited to, the projected cost of all services and educational programs provided to the Academy, rent and lease payments, debt service, maintenance and repairs to Academy facilities, supplies and furnishings necessary to operate the Academy, taxes, insurance premiums, utilities, professional fees, and other costs and expenses connected to the operation of the Academy. The proposed budget shall be

submitted to the Board for approval not later than 30 days prior to the date when the approved budget is required to be submitted to BMCC. edtec may not make deviations from the approved budget between major function areas without the prior approval of the Board.

P. Non-Compete Agreement. edtec 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.

## ARTICLE IV

### OBLIGATIONS OF THE BOARD

A. **Governance.** The Board shall be responsible for the governance and oversight of the Academy.

B. **Good Faith Obligation.** The Board shall exercise good faith in considering the recommendations of edtec relative to the Educational Program and other issues, including but not limited to policies, rules, regulations, procedures, curriculum, budgets and student discipline, subject to the constraints of law and requirements of the Contract.

C. **Board Policy Authority.** The Board is responsible for determining the fiscal and academic policies that will govern the operation of the Academy, including but not limited to policies relative to the conduct of students while in attendance at the Academy or enroute to and from the Academy and regulations governing the procurement of supplies, materials and equipment.

D. **Building Facility.** The Board is responsible for the acquisition by either purchase or lease of a building facility that complies with all of the requirements of the Contract and applicable law.

E. **Academy Employees.** The Board may employ such employees as it deems necessary. The cost to employ Academy employees shall be paid by the Board.

F. **Educational Consultants.** The Board may retain an educational consultant or consultants to review the operations of the Academy and the performance of edtec under this Agreement. edtec shall cooperate with the educational consultant or consultants and will provide those individuals with prompt access to records, facilities and information as if such requests came from the full Board. edtec shall have no authority to select, evaluate, assign, supervise or control any educational consultant employed by the Board. The cost to employ an educational consultant shall be paid by the Board.

G. **Legal Counsel.** The Board shall select and retain legal counsel to advise it regarding its rights and responsibilities under the Contract, this Agreement and applicable law. Such legal counsel shall advise on the negotiation of this Agreement and shall not represent edtec or an edtec owner, director, officer or employee.

H. **Audit.** The Board shall select and retain the independent auditor to perform the annual financial audit in accordance with the Contract and applicable state law.

I. **Budget.** The Board is responsible for adopting a budget in accordance with the provisions of the Uniform Budgeting and Accounting Act, MCL 141.421 et seq; that has adequate resources to fulfill its obligations under the Contract, including but not limited to its oversight of edtec, the organization of the Academy, negotiation of the Contract and any amendments, payment of employee costs, insurance required under the Contract and this Agreement, the annual financial audit and retention of the Board's legal counsel and consultants. In addition, the Board is responsible for determining the budget reserve amount included as part of the Academy's annual budget, for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount and for approving necessary amendments to the budget to reflect necessary deviations from the adopted budget. The budget may be amended from time to time as deemed necessary by the Board.

J. **Academy Funds.** The Board shall determine the depository institution of all funds received by the Academy. All funds received by the Academy shall be deposited in the Academy's depository account. Signatories on the depository account shall be Board members properly designated annually by Board resolution. All interest or investment earnings on Academy deposits shall accrue to the Academy. The Board shall provide Academy funding on a consistent and timely basis to edtec to fulfill its obligations under this Agreement.

K. **Governmental Immunity.** The Board shall determine when to assert, waive or not waive its governmental immunity.

L. **Contract with BMCC.** The Board will not act in a manner which will cause the Academy to be in breach of its Contract with BMCC.

M. **Evaluation of edtec.** edtec is accountable to the Board for the performance of students in attendance at the Academy and the operation of the Academy in accordance with the Agreement and the Contract. The Board will regularly, and not less than annually by June 30 of each year, evaluate the performance of edtec to provide edtec with an understanding of the Board's view of its performance under this Agreement. The Board, in consultation with edtec, will determine the format to conduct this evaluation. To assist in the evaluation process, the Board may, in writing, request edtec to reasonably provide written reports to the Board on any topic of Academy activity or operations and which are consistent with this Agreement. edtec shall have thirty (30) days to prepare and provide any single report requested by the Board; provided that edtec shall, upon verbal or email notice to the Board, have the option of extending such time to thirty (30) business days if the report requires more time to prepare. All evaluations conducted by the Board or a representative of the Board will be provided to edtec in writing, no later than thirty (30) days following the conclusion of the evaluation. edtec will be provided thirty (30) days to response to the evaluation in writing, if it wishes to do so.

## ARTICLE V

### FINANCIAL ARRANGEMENT

A. **School Source of Funding.** As a Michigan public school academy, the source of funding for the Academy is state aid payments based upon the number of students enrolled in the Academy combined with such other payments as may be available from state and federal sources for specific programs and services.

B. **Other Revenue Sources.** In order to supplement and enhance the state school aid payments and improve the quality of education at the Academy, the Board and edtec, with prior Board approval, shall endeavor to obtain revenue from other sources. In this regard:

1. The Academy and/or edtec shall solicit and receive donations consistent with the mission of the Academy.
2. The Academy and/or edtec may apply for and receive grant money, in the name of the Academy. edtec shall provide advance notification to the Board of any grant applications it intends to make.
3. To the extent permitted under the Code, edtec may charge fees to students for extra services such as summer programs, after school programs and athletics and charge non-Academy students who participate in such programs.
4. At the expense of and approval of the Board, edtec may retain an outside grant writer to assist in preparing any competitive grant requested by the Board and is not obligated to complete and submit any application for additional grant funds simply based on a request.

All funds received by edtec on behalf of the Academy, or by the Academy itself from such other revenue sources shall inure to and be deemed the property of the Academy, except as otherwise agreed by the parties in writing.

C. **Compensation for Services.** The Academy shall pay edtec an annual fee for each school year during the term of this Agreement. The base amount of this annual fee shall be twelve percent (12%) of the sum of (a) all funds the Academy receives directly or indirectly under Paragraph A attributable to the school year of the Academy during which edtec provides services under this Agreement less amounts retained by BMCC and (b) all funds that the Academy receives directly or indirectly under Paragraph B (except for donations that are made to Academy). The amount of the annual fee is subject to reduction in a mutually agreeable amount in any school year if extenuating circumstances make payment of the entire annual fee inappropriate.

edtec's fee shall be paid in twelve equal installments on the last day of the month during each school year of the Academy during which edtec provides services under this Agreement. edtec will cooperate with the Academy to modify the exact date of any monthly installment payment to coordinate with the timing of the funds received by the Academy, provided, however that all payments attributable to services provided by edtec in any school year of the Academy

shall be made by June 30 of that school year if edtec will not be providing services under this Agreement or a modification of this Agreement in the subsequent school year.

D. **Reasonable Compensation.** edtec's compensation under this Agreement is reasonable compensation for services rendered. edtec's compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the Academy.

E. **Payment of Educational Program Costs.** In addition to the Academy's obligation to reimburse edtec for the compensation of certain edtec employees under Article VI, all costs reasonably incurred in providing the Educational Program at the Academy shall be paid by the Academy in accordance with Article III (O) above. Such costs shall include, but shall not be limited to, curriculum materials, professional learning and development required by the state or other governmental entities, textbooks, library books, computers and other equipment, software, supplies utilized at the Academy for educational purposes, services provided pursuant to subcontract, building payments, maintenance, utilities, capital improvements, and marketing and development costs. 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 edtec or other public school academies. The Board shall pay or reimburse edtec monthly for approved fees and expenses upon properly presented documentation and approval by the Board. At its option, the Board may advance funds to edtec for the fees and expenses associated with the Academy's operation provided that documentation for the fees and expenses are provided within sixty (60) days of when the expense is incurred. In paying costs on behalf of the Academy, edtec shall not charge an added fee unless such fee is approved in advance by the Academy Board. Any costs reimbursed to edtec that are determined by the independent audit not to be reasonably incurred on behalf of the Educational Program of the Academy shall be promptly returned to the Academy by edtec.

F. **edtec Costs.** The annual management fee set forth in Article V, Section C is intended to compensate edtec for all expenses it incurs for the administrative, financial, and management services edtec is required to provide under this Agreement, including but not limited to expenses associated with budgeting, accounting, board support, employee recruitment, hiring and training, and compliance. edtec will provide sufficient professional and non-professional staff in these areas and is responsible for their compensation. The costs to be paid by edtec under this Paragraph do not include payments for edtec personnel provided pursuant to Article VI (B), (C), and (D) that are to be reimbursed by the Academy under Article VI (A) or educational program costs under Article V (E).

G. **Other Charter Schools.** The Academy acknowledges that edtec has entered, or will enter into management agreements with other charter schools, including public school academies and strict discipline academies. edtec shall separately account for reimbursable expenses incurred on behalf of the Academy and other charter schools, and only charge the Academy for expenses incurred on behalf of the Academy.

H. **Financial Reporting.** On not less than a monthly basis, edtec shall provide the Board with a monthly cash flow analysis, , the monthly check register report, a report detailing the status of the budget to actual revenues including a detailed schedule of expenditures at the object level for review by the Board. The Board must be presented a balance sheet and a statement of revenues, expenditures, and changes in fund balance at each regularly scheduled meeting. These reports shall also include as applicable, an explanation of any variances from the approved budget and shall contain recommendations for necessary budget corrections and shall be prepared at least seven days in advance of the Board meeting to be available to Board members, and its designees, in preparation for Board meetings. edtec shall provide special reports as necessary to keep the Board informed of changing conditions. edtec shall have thirty (30) days to provide any special reports requested by the Board; provided that edtec shall, upon verbal or email notice to the Board, have the option of extending such time to thirty (30) business days if the report requires more time to prepare.

I. **Operational Reporting.** In order to enable the Board to monitor edtec's educational performance and the efficiency of its operation of the Academy, upon the request of the Board, edtec will provide written reports to the Board on any topic of Academy activity or operations and which are consistent with this Agreement. These special reports will be provided in a timely fashion, but not less than thirty (30) days after the request for the report is received by edtec; ; provided that edtec shall, upon verbal or email notice to the Board, have the option of extending such time to thirty (30) business days if the report requires more time to prepare..

J. **Audit Report Information.** edtec will make all of its financial and other records related to the Academy available to the independent auditor selected by the Board.

K. **Other Financial Relationships.** Any lease, promissory notes or other negotiable instruments, lease-purchase agreements or other financing agreements between the Academy and edtec shall be contained in a document separate from this Agreement and separately approved by BMCC. All such agreements shall comply with the Charter Contract, as well as any applicable College Board and CSO policies. edtec does not enter this Agreement with an interest in entering into promissory notes or other financing agreements and is not expected by the Academy to serve as guarantor for promissory notes or other financing agreements through other lenders.

L. **Access to Records.** edtec shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in the possession of edtec, and retain all of these records in accordance with applicable state and federal law. Financial, educational, operational and student records that are now or may in the future come into the possession of edtec remain Academy records and are required to be returned by edtec to the Academy upon demand, provided that edtec may retain copies of records necessary to document the services provided to the Academy and its actions under the Agreement. edtec and the Academy shall maintain the proper confidentiality of personnel, student and other records as required by law. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. The financial, educational, operational and student

records pertaining to the Academy are public documents subject to disclosure in accordance with the provisions of applicable law. This Agreement shall not be construed to restrict the College Board's, BMCC's or the public's access to these records under that Act or the Contract.

## ARTICLE VI

### PERSONNEL AND TRAINING

A. **Personnel Responsibility.** edtec is responsible for providing the Academy with a School Principal and qualified teaching, instructional support, pupil support, food service, secretarial, security and other staff to operate the Academy within the staffing levels approved by the Board in its annual budget. edtec shall have the authority to select, evaluate, assign, discipline, transfer and terminate the employment of all individuals working at or for the Academy with the exception of the Board employees, if any, consistent with applicable law and the provisions of this Agreement. With the exception of Board employees, if any, edtec shall be the employer of all individuals working at or for the Academy and will be responsible for the payment of all costs attributable to these employees, including wages, salaries, fringe benefits, unemployment costs, workers compensation costs, and liability insurance costs. Unless required by applicable statute, court or administrative decision, or Attorney General's opinion, edtec shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees. edtec will provide the Board with a detailed listing of the anticipated compensation and fringe benefit costs for all employees of edtec who will be assigned to provide services at the Academy. The Board will reimburse edtec for the cost of the salaries, fringe benefits, and social security withholdings of employees assigned to the Academy, provided that these costs are not higher than anticipated and approved in the annual budget. At its option, the Board may advance funds to edtec for the cost of the salaries, fringe benefits and social security of employees assigned to the Academy provided that documentation for the fees and expenses are provided by edtec for Board review and are consistent with budget allocations. At the request of the Board, edtec will provide payroll services for employees of the Board.

B. **Criminal Background Checks.** edtec 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. edtec shall require that the results of the criminal background checks are received, reviewed, and used (subject to a verification process) by the School Principal acting on behalf of the Academy as a local area security officer ("LASO") and/or the Board, only as permitted by law to confirm that the individual does not have a criminal history in violation of the Code. The LASO shall provide a letter with a determination for assignment indicating if the individual is in compliance with the requirements of the Code or not. edtec shall not assign to the Academy any individual for whom edtec has received a determination of non-assignment (a "red light letter"). Evidence of such background checks and unprofessional conduct checks required by law shall be stored on site, in a secure location and in physical form, at the Academy or be directly accessible at the Academy facility.



C. **School Principal.** edtec will have the authority, consistent with applicable law, to select and supervise the School Principal ("Principal") and to hold that individual accountable for the success of the Academy. At the request of the Board, edtec will review the performance of the Principal with the Board. The Principal will be an edtec employee, but edtec agrees to inform the Board in advance prior to taking any action that would alter the employment status of the Principal. Prior to the placement of a new Principal at the Academy, the Board shall have an opportunity to meet with the candidate or review the candidate's qualifications and to provide feedback to edtec. However, edtec shall have the ultimate authority to place the Principal at the Academy. A Principal placed at the Academy prior to such consultation with the Board shall be on an interim basis until after the consultation has been made. Upon receipt of written notification indicating that the Board is not satisfied with the performance of the Principal, edtec will provide a replacement Principal if the performance problems are not resolved. The employment agreement with the Principal, and the duties and compensation of the Principal shall be determined by edtec, but that individual must be assigned on a full time basis to the Academy and may not be providing services to any other school or Academy without the prior approval of the Board. If edtec chooses to execute an employment agreement with the Principal that has a term longer than one year, the Board reserves the right to have the Principal placed elsewhere by edtec if the Board is dissatisfied with that individual's performance at the end of any school year.

D. **Teachers.** As part of the budgeting process, edtec shall make a recommendation to the Board regarding the number of teachers, and the applicable grade levels and subjects, required for the operation of the Academy pursuant to the Contract. edtec shall provide the Academy with such teachers, qualified in the grade levels and subjects required, as are required by the Academy. The Board, however, may request additional teachers. The applicable grade levels and subjects taught at the academy as prescribed in the Contract are ultimately decided by the Board, in compliance with its Charter Contract. Such teachers may, at the discretion of edtec, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such teachers may also work at other schools operated by edtec. Each teacher assigned to or retained by the Academy shall be a highly qualified teacher with a valid teaching certificate, or temporary special permit issued by the state board of education under the Code, to the extent required under the Code, to the extent required under the Code and all other requirements as established by the Michigan Department of Education, the Authorizer, and state and federal law.. If edtec chooses to execute employment agreements with teaching staff that have a term of longer than one year, the Board reserves the right to have teachers placed elsewhere by edtec if the Board is dissatisfied with their performance at the end of any school year. Teachers employed by edtec shall not be considered teachers for purposes of continuing tenure under MCLA Section 38.71 et. seq.

E. **Support Staff.** As part of the annual budgeting process, edtec shall make a recommendation to the Board regarding the number of support staff required for the operation of the Academy pursuant to the Contract. However, the Board, may request additional support staff at the Academy. edtec shall provide the Academy with such support staff, qualified in the areas required, as are required by the Academy. Such support staff may, in the discretion of edtec, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such

support staff may also work at other schools operated by the edtec. Each support staff employee assigned to or retained by the Academy shall have received the training and hold the certificates, degrees or licenses legally required for the position to which they are assigned under the Code, to the extent required under the Code, as well as all other requirements as established by the Michigan Department of Education, the Authorizer, and state and federal law. If edtec chooses to execute contracts with support staff that have a term of longer than one year, the Board reserves the right to have support staff placed elsewhere by edtec if the Board is dissatisfied with their performance at the end of any school year.

F. **Training.** edtec shall provide training to the School Administrator, teachers and paraprofessionals on a regular and continuing basis and shall insure that they receive all training required by law. The School Administrator, teachers, paraprofessionals and other support staff employees shall receive such other training as edtec determines as reasonable and necessary under the circumstances.

## ARTICLE VII

### TERMINATION OF AGREEMENT

A. **Termination by the Academy for Cause.** This Agreement may be terminated by the Academy for cause prior to the end of the term specified in Article II in the event that edtec should fail to remedy a material breach within a period reasonable under the circumstances, which shall not be longer than sixty (60) days after notice from the Academy. Material breach may include, but is not limited to, a failure to carry out its responsibilities under this Agreement such as a failure to make required reports to the Board, failure to account for its expenditures or to pay operating costs (provided funds are available to do so); a violation of the Contract or of applicable law. In order to terminate this Agreement for cause, the Board is required to provide edtec with written notification of the facts it considers to constitute material breach and the period of time within which edtec has to remedy this breach. After the period to remedy the material breach has expired, the Board may terminate this Agreement by providing edtec with written notification of termination.

B. **Termination by edtec for Cause.** This Agreement may be terminated by edtec for cause prior to the end of the term specified in Article II in the event the Academy fails to remedy a material breach within a period reasonable under the circumstances, which shall not be longer than sixty (60) days after notice from edtec. Material breach may include, but is not limited to, a failure to carry out its responsibilities under this Agreement such as a failure to make payments to edtec as required by this Agreement or a failure to give consideration to the recommendations of edtec regarding the operation of the Academy; a violation of the Contract or of applicable law. In order to terminate this Agreement for cause, edtec is required to provide the Board with written notification of the facts it considers to constitute material breach and the period of time within which the Academy has to remedy this breach. After the period to remedy the material breach

has expired, edtec may terminate this Agreement by providing the Board with written notification of termination.

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

D. **Termination by Either Party Without Cause.** If edtec and the Board are unable to agree on educational programs, curriculum or other educational policies that affect the Academy in a significant way, either party may elect to terminate the Agreement at the end of a school year, provided that the terminating party gives the other party written notification of termination at least ninety (90) calendar days prior to the termination date and provides the other party with an opportunity within that period to negotiate an agreement on the educational policies at issue.

E. **Change in Law.** If any federal, state or local law or regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiation of the Agreement; and if the parties are unable or unwilling to renegotiate the terms within 90 days after the notice, the party requiring the renegotiation may terminate this Agreement on 120 days further written notice.

F. **Effective Date of Termination.** In the event this Agreement is terminated by either party prior to the end of the term specified in Article II, absent unusual and compelling circumstances, the termination will not become effective until the end of that school year.

G. **Rights to Property Upon Termination.** Upon termination of this Agreement all equipment, whether purchased by the Academy or by edtec with state school aid funds or other funds secured by the Academy, shall remain the exclusive property of the Academy. edtec shall have the right to reclaim any usable property or equipment (e.g., including, but not limited to, desks, computers, copying machines, fax machines, telephones) that were purchased by edtec with edtec funds. Fixtures and building alterations shall become the property of the Academy.

H. **Transition.** In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, edtec shall provide the Academy "reasonable assistance" for up to ninety (90) days after the effective date of the termination, and at an hourly rate of \$80 an hour, to allow a transition back to a regular school program or to another education service provider. For the purposes of this section, the term "reasonable assistance" shall mean that edtec shall reasonably assist the Academy to:

- a. Close the books on the final year of operations as of June 30 and prepare financial records necessary for the audit of the final year of the Agreement in audit-ready

form, and hand said records off to the Board or successor management company. In the event that the school calendar runs past June 30 in the year in which the contract terminates, edtec shall have the business and financial records through the end of the school calendar year complete and ready to hand off to the Board or successor management company in a timely manner;

- b. Complete student records for the final year of the Agreement and hand them off to the Board or successor management company in a timely manner;
- c. Complete and organize all Academy documents, including, without limitation, Board minutes, third party contracts, correspondence relating to Academy business, notices, and so forth, by facilitating the depositing of the same in the Academy's designated central depository location in a timely manner; and
- d. Complete all reporting and compliance requirements attributable to the final year of operation in a timely manner.

The parties may agree upon other transition services to be provided by edtec, at a mutually agreed upon fee and documented in a separate contract for services.

## **ARTICLE VIII**

### **PROPRIETARY INFORMATION**

A. **Proprietary Information.** The Academy shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed by edtec, its employees, agents or subcontractors, or by any individual working for or supervised by edtec, which were developed during working hours or during time for which the individual is being paid by edtec which (i) were directly developed and paid for by the Academy; or (ii) were developed by edtec at the direction of the Board with Academy funds dedicated for the specific purpose of developing such curriculum or materials.

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

## **ARTICLE IX**

### **INDEMNIFICATION**

A. **Indemnification of edtec.** To the extent permitted by law, the Academy shall indemnify and hold edtec (which term for purposes of this Paragraph A, includes edtec's officers, directors, and employees) harmless against any and all claims, demands, suits, or other forms of

liability that may arise out of, or by reason of, any noncompliance by the Academy with any agreements, covenants, warranties, or undertakings of the Academy contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the Board contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse edtec for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to edtec.

B. **Limitations of Liabilities.** The Academy and edtec may assert all immunities and statutory limitations of liability in connection with any claims arising under this Agreement.

C. **Indemnification of the Academy.** edtec shall indemnify and hold the Academy (which term for purposes of this Paragraph C, includes the Academy's officers, directors, agents and employees) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any noncompliance by edtec with any agreements, covenants, warranties, or undertakings of edtec contained in or made pursuant to this Agreement, including any and all employment related claims, demands or suits by edtec employees, former employees or applicants; and any misrepresentation or breach of the representations and warranties of edtec contained in or made pursuant to this Agreement. In addition, edtec shall reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to the Academy.

D. **Indemnification for Negligence.** To the extent permitted by law, the Academy shall indemnify and hold harmless edtec, and edtec's Owner, Board of Directors, partners, officers, employees, agents and representatives, from any and all claims and liabilities which edtec may incur and which arise out of the negligence of the Academy's directors, officers, employees, agents or representatives. edtec shall indemnify and hold harmless the Academy, and the Academy's Board of Directors, officers, employees, agents or representatives, from any and all claims and liabilities which the Academy may incur and which arise out of the negligence of edtec's owner, directors, officers, employees, agents or representatives.

E. **Indemnification of Bay Mills Community College.** The parties acknowledge and agree that the Bay Mills Community College Board of Regents, Bay Mills Community College and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Bay Mills Community College, Bay Mills Community College Board of Regents and its members, and their respective officers, employees, agents or representatives from 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 Bay Mills Community College, which arise out of or are in any manner connected with Bay Mills Community College Board of Regents'

approval of the Academy's application, Bay Mills Community College Board of Regents' consideration of or issuance of a Contract, the Academy Board's or the Educational Service Provider's preparation for and operation of the Academy, or which are incurred as a result of the reliance by Bay Mills Community College, Bay Mills Community College Board of Regents or its members, or their respective officers, employees, agents or representatives, upon information supplied by the Academy Board or the Educational Service Provider, or which arise out of the failure of the Academy Board or the Education Service Provider to perform its obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that Bay Mills Community College, Bay Mills Community College Board of Regents and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against either party to enforce its rights as set forth in this Agreement."

## ARTICLE X

### INSURANCE

A. **Insurance of the Academy.** The Academy shall secure and maintain such policies of insurance as required by BMCC and the Charter Contract. This coverage shall include the building and related capital facilities if they are the property of the Academy. The Academy shall maintain such insurance in an amount and on such terms as required by the provisions of the Contract, including the indemnification of edtec required by this Agreement. The Academy shall, upon request, present evidence to edtec that it maintains the requisite insurance in compliance with the provisions of this paragraph. edtec shall comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable.

B. **Insurance of edtec.** edtec shall maintain separate policies of insurance, including separate general liability and umbrella insurance coverage, with the Academy listed as an additional insured on all policies. edtec shall maintain such policies of insurance in the amounts as required by the Contract and the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C."). In the event the Authorizer or M.U.S.I.C. requests any change in coverage by edtec, edtec 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

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 shall comply with any information or reporting requirements applicable to edtec under edtec's policy with its insurer(s), to the extent practicable.

edtec shall, upon request, present evidence to the Academy and BMCC that it maintains the requisite insurance in compliance with the provisions of this paragraph. The Academy shall comply with any information or reporting requirements applicable to edtec under edtec's policy with its insurer(s), to the extent practicable.

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

## ARTICLE XI

### COMPLIANCE WITH CHARTER CONTRACT

A. **Charter Contract.** The parties hereby agree to comply with any and all Educational Service Provider Policies ("ESP Policies") as adopted by the BMCC Charter Schools Office ("CSO"), pursuant to the Terms and Conditions of the charter contract issued by the BMCC Board of Regents to the Academy.

B. **Academy Board Due Diligence.** The Board hereby agrees to perform the necessary due diligence of edtec and provide all information to the BMCC CSO pursuant to the BMCC ESP Policies.

C. **Academy Board Members.** All Board members, and their respective spouses and immediate family members hereby agree that they do not have any direct or indirect ownership, employment, contractual or management interest in edtec. The relationship between the Academy and the ESP shall be consistent with the conflicts of interest and prohibited familial relationship provisions set forth in the Contract.

D. **ESP Agreement.** This Agreement is an arms-length, negotiated agreement between an informed Board and edtec. The Board shall not approve this Agreement until all Board members have been given the opportunity to review the Agreement with the Academy's legal counsel. Prior to the Board's approval of this Agreement, the Board shall obtain a legal opinion from its legal counsel, which includes the representation that legal counsel has reviewed this Agreement, the ESP Policies and the Academy's Contract, and that in their opinion:

- i. The Board has the power and authority to enter into the Agreement;
- ii. Execution of the proposed ESP agreement does not violate any term or provision of the Contract (including the ESP Policies) and applicable law; and
- iii. Entering into the proposed ESP agreement does not authorize or require an improper delegation by the Academy Board.

The Board shall only approve this Agreement with a formal vote at a public board meeting. Prior to the Board's vote on this Agreement, the Board shall provide an opportunity for public comment on this Agreement.

E. **Information Reporting.** edtec is hereby required to make information concerning the operation and management of the Academy, including but not limited to, information in the Contract, including all exhibits, schedules, and the like, available to the Academy as deemed

necessary by the Board in order to enable the Academy to fully satisfy its obligations under the Contract.

F. **Compliance with Academy's Contract.** edtec 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.

G. **Compliance with Section 503c.** On an annual basis, edtec 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 380.1618, 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.

H. **Compliance with Section 12.17 of Contract Terms and Conditions.** edtec 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 Section 12.17(a) of the Contract Terms and Conditions.

## ARTICLE XII

### MISCELLANEOUS

A. **Sole Agreement.** This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and edtec on the subject matter hereof.

B. **Force Majeure.** Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, or any other casualty, or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

C. **Notices.** All notices, demands, requests and consents under this Agreement shall be in writing, shall be delivered to each party, and shall be effective when received by the parties or mailed to the parties at their respective addresses set forth below, or at such other address as may be furnished by a party to the other party:

If to edtec:

edtec central, LLC  
10 S. Main Street, Suite 101  
Mount Clemens, MI 48043



Attn: Dr. Anna M. Amato, Ph.D.

And a copy to edtec counsel:

Collins & Blaha, P.C.  
31440 Northwestern Highway, Suite  
170  
Farmington Hills, Michigan 48334  
Attn: John C. Kava

If to Academy:

Life Skills Center of Pontiac  
142 Auburn Avenue  
Pontiac, Michigan 48342  
Attention: Board President

And a copy to the Board Attorney:  
Shifman & Carlson, P.C.  
34705 West Twelve Mile Rd.  
West Twelve Mile Road  
Farmington Hills, MI 48331

D. **Severability.** The invalidity of any of the covenants, phrases or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement.

E. **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

F. **Entire Agreement.** This Agreement is the entire agreement between the parties relating to the services provided, and the compensation for such services, by the parties. Any modification to this Agreement must be made in writing, approved by the Board and edtec, and signed by a duly authorized officer. In addition, the Board must also secure the approval of BMCC before any modification to this Agreement can become effective.

G. **Non-Waiver.** No failure of a party in exercising any right, power or privilege under this Agreement shall affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.

H. **Assignment.** edtec may not assign this Agreement without the prior written approval of the Board.

I. **Governing Law.** This Agreement shall be governed by and enforced in accordance with the laws of the state of Michigan.

J. **Delegation of Authority.** Nothing in this Agreement shall be construed as delegating to edtec any of the powers or authority of the Board that are not subject to delegation by the Board under Michigan law or the Contract.

K. **Compliance with Law.** The parties agree to comply with all applicable laws and regulations.

L. **Warranties and Representations.** Both the Academy and edtec represent that each has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

M. **Dispute Resolution Procedure.** 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 that are unable to be resolved through discussion and negotiation shall be resolved by arbitration, and such an arbitration procedure shall be the sole and exclusive remedy for such matters. The arbitrator shall be selected from a panel provided by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the parties and the arbitrator unanimously accept. Any arbitration hearing shall be conducted in Oakland County, Michigan. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction. Any such judgment shall require a cause opinion as to the final decision and shall be made available to BMCC or BMCC CSO, upon request. The cost of arbitration, not including attorney fees, shall be paid by the losing party. It shall be in the discretion of the arbitration panel to award reasonable attorney fees to the prevailing party, to be paid if awarded by the losing party.

N. **Modification to Conform to Changed BMCC Policies.** The parties intend that this Agreement shall comply with BMCC's Educational Service Provider Policies, as the same may be changed from time to time. In the event that changes in BMCC's Educational Service Provider Policies implemented after the date of execution of this Agreement cause any provision of this Agreement to be in conflict the revised Policies, the parties agree to amend this Agreement to eliminate the conflict within thirty (30) days after being advised by BMCC of the changes to its policies.

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

EDTEC CENTRAL, LLC

LIFE SKILLS CENTER OF PONTIAC

BY:   
Dr. Anna Amato, Ph.D.  
ITS: President & CEO

BY:   
Clark Sanford  
ITS: Designated Board Representative

## AMENDMENT TO SERVICES AGREEMENT

This Amendment to Services Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2022 by and between **U.S. LEARNING CORPORATION (USLC)**, and **FLEX HIGH SCHOOL OF PONTIAC** (the “Academy”), a Michigan public school academy.

WHEREAS, the Academy entered into a Services Agreement for educational and managerial services with the USLC effective August 31, 2022; and

WHEREAS, the Academy has changed its corporate name from “Life Skills Center of Pontiac” to “Flex High School of Pontiac”;

WHEREAS, the Academy and USLC desire to amend the Services Agreement to reflect the corporate name change.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. All references to “Life Skills Center of Pontiac” in the Services Agreement shall refer to “Flex High School of Pontiac.”
2. Except for the provisions of this Amendment, all the terms, covenants and conditions of the Services Agreement shall remain in full force and effect, and are not otherwise altered, amended, revised or changed.

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

**USLC**

By \_\_\_\_\_  
Authorized Agent

**FLEX HIGH SCHOOL OF PONTIAC**

By \_\_\_\_\_  
President, Board of Directors

Tab 7

# *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 HIGH SCHOOL OF PONTIAC**  
**formerly known as Life Skills Center of Pontiac**  
**(A PUBLIC SCHOOL ACADEMY)**

July 1, 2020

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## **RESOLUTIONS**

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

**RESOLUTION NO. 12-01**

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

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

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

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

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

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

I, the undersigned, as Secretary of the Bay Mills Community College Board of Regents, do hereby certify the foregoing resolution was adopted by the Bay Mills Community College Board of Regents at a public meeting held on the 20th day of January, 2012, with a vote of 10 for, 0 opposed, and 1 abstaining.

By: 

John Paul Lufkins, Secretary

**Dated: January 20, 2012**

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

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

#### **Method of Selection and Appointment**

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

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

**Dated: January 20, 2012**

### **Length of Term**

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

### **Number of Directors**

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

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

### **Qualifications of Members**

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

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

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

### **Oath of Public Office**

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

**Dated: January 20, 2012**

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

### **Removal and Suspension**

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

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

### **Tenure**

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

### **Resignation**

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

### **Board Vacancies**

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

### **Compensation**

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

**Dated: January 20, 2012**

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

**Dated: January 20, 2012**

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

**RESOLUTION NO. 19-91**

**Contract Reauthorization**

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

**WHEREAS**, on July 1, 2016, the College Board issued to **Life Skills Center of Pontiac** (the “Academy”) a Contract to Charter a Public School Academy (the “Charter Contract”); and

**WHEREAS**, the Charter Contract will expire on June 30, 2020 and the Academy has asked the College Board to issue a new contract to charter a public school academy for a term of eight (8) years; and

**WHEREAS**, the College Charter Schools Office has completed its evaluation and assessment of the Academy’s operation and performance related to the Charter Contract, and the College Charter Schools Office recommends that the College Board issue a new contract to charter a public school academy to the Academy for a term not to exceed four (4) years, beginning July 1, 2020;

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

**NOW, THEREFORE, BE IT RESOLVED:**

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

- (1) that all terms of the Contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract; and
  - (2) that the Contract is substantially similar to the Contract approved by the College Board, with the only changes being those made by the College Board's Designee in consultation with legal counsel for the College Board that are in the best interests of the College Board.
- c. The College Board Designee may agree to a term of Contract not to exceed four (4) academic years and not to extend beyond June 30, 2024.
2. That the current Academy Board members shall continue to serve in their current positions until the end of their term in office. All subsequent Academy Board appointments shall be made in accordance with the College Board's method of selection resolution.

I, the undersigned, as Secretary of the Bay Mills Community College Board of Regents, do hereby certify the foregoing resolution was adopted by the Bay Mills Community College Board of Regents at a public meeting held on the 22<sup>nd</sup> day of November, 2019, with a vote of 5 for, 0 opposed, 1 abstaining, and 3 absent.

By: Beverly Carrick  
Printed Name: Beverly Carrick, Secretary



**CONTRACT TERMS  
AND CONDITIONS**

**TERMS AND CONDITIONS**

**OF CONTRACT**

**DATED: JULY 1, 2020**

**ISSUED BY**

**THE BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS**

**TO**

**FLEX HIGH SCHOOL OF PONTIAC**

**CONFIRMING THE STATUS OF**

**FLEX HIGH SCHOOL OF PONTIAC**

**AS A**

**MICHIGAN PUBLIC SCHOOL ACADEMY**

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## Exhibit A - Resolutions

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

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

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

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

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

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

## **ARTICLE I**

### **DEFINITIONS**

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

- (a) “Academy” means the Michigan nonprofit corporation named Flex High School of Pontiac which is established as a public school academy pursuant to this Contract.
- (b) “Academy Board” means the Board of Directors of the Academy.
- (c) “Applicable Law” means all state and federal law applicable to public school academies.
- (d) “Application” means the public school academy application and supporting documentation submitted to the College Board for the establishment of the



Academy and supplemented by material submitted pursuant to the College Board's requirements for reauthorization.

- (e) "Authorizing Resolution" means Resolution No. 19-91 adopted by the College Board on November 22, 2019.
- (f) "Charter Schools Office Director" or "CSO Director" means the person designated by the College Board to administer the operations of the Charter Schools Office.
- (g) "Charter Schools Office" or "CSO" means the office designated by the College Board as the initial point of contact for public school academy applicants and public school academies authorized by the College Board. The Charter Schools Office is also responsible for administering the College Board's responsibilities with respect to the Contract.
- (h) "Code" means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- (i) "College" means Bay Mills Community College, a federally tribally controlled community college that is recognized under the tribally controlled colleges and universities assistance act of 1978, 25 USC 1801 et seq., and which has been determined by the Michigan Department of Education to meet the requirements for accreditation by a recognized regional accreditation body.
- (j) "College Board" means the Bay Mills Community College Board of Regents, an authorizing body as designated under Section 501 of the Code, MCL 380.501 et seq.
- (k) "College Board Chairperson" means the Chairperson of the Bay Mills Community College Board of Regents or his or her designee. In Section 1.1(l) below, "College Board Chairperson" means the Board Chairperson of the Bay Mills Community College Board of Regents.
- (l) "College Charter Schools Hearing Panel" or "Hearing Panel" means such person(s) as designated by the College Board Chairperson.
- (m) "Community District" means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (n) "Conservator" means the individual appointed by the College President in accordance with Section 10.9 of these Terms and Conditions.

- (o) “Contract” means, in addition to the definition set forth in the Code, these Terms and Conditions, Exhibit A containing the Authorizing Resolution and the Resolution, the Master Calendar, the ESP Policies, the Lease Policies, the Schedules, and the Application.
- (p) “Director” means a person who is a member of the Academy Board of Directors.
- (q) “Educational Service Provider” or “ESP” means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the CSO Director for review as provided in Section 11.11 and has not been disapproved by the CSO Director, and is consistent with the CSO Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- (r) “Educational Service Provider Policies” or “ESP Policies” means those policies adopted by the Charter Schools Office 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. The ESP Policies in effect as of this date are incorporated into and part of this Contract. Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (s) “Fund Balance Deficit” means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing by the Academy or a monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- (t) “Lease Policies” means those policies adopted by the Charter Schools Office 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. The Lease Policies in effect as of this date are incorporated into and part of this Contract. Upon amendment, changes to the Lease Policies shall automatically be

incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

- (u) “Management Agreement” or “ESP Agreement” means an agreement as defined under section 503c of the Code, MCL 380.503c, that has been entered into between an ESP and the Academy Board for the operation and/or management of the Academy, which has been submitted to the CSO Director for review as provided in Section 11.11, and has not been disapproved by the CSO Director.
- (v) “Master Calendar” or “MCRR” means the Master Calendar of Reporting Requirements developed and administered by the Charter Schools Office setting forth a reporting time line for certain governance, financial, administrative, facility and educational information relating to the Academy. The Charter Schools Office Director may, at any time and at his or her sole discretion, amend the Master Calendar. Upon amendment, changes to the Master Calendar shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (w) “President” means the President of Bay Mills Community College or his or her designee.
- (x) “Resolution” means Resolution No. 12-01 adopted by the College Board on January 20, 2012, establishing the standard method of selection, length of term and number of members format for public school academies issued a Contract by the College Board, as amended from time to time.
- (y) “Schedules” means the following Contract documents of the Academy: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description, and Schedule 7: Required Information for Public School Academies.
- (z) “State Board” means the State Board of Education, established pursuant to Article 8, Section 3 of the 1963 Michigan Constitution and MCL 388.1001 et seq.
- (aa) “State School Reform/Redesign Office” means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02, codified at MCL 18.445, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-02, codified at MCL 388.1282.

- (bb) “Superintendent” means the Michigan Superintendent of Public Instruction.
- (cc) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, Dated July 1, 2020, Issued by the Bay Mills Community College Board of Regents to Flex High School of Pontiac Confirming the Status of Flex High School of Pontiac as a Michigan Public School Academy.”

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

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

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

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

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

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

## **ARTICLE II**

### **RELATIONSHIP BETWEEN THE ACADEMY AND THE COLLEGE BOARD**

Section 2.1. Independent Status of Bay Mills Community College. The College Board is an authorizing body as defined by the Code. In approving this Contract, the College Board

voluntarily exercises additional powers given to the College Board under the Code. Nothing in this Contract shall be deemed to be any waiver of the College Board's autonomy or powers and the Academy shall not be deemed to be a part of the College Board or the College. If applicable, the College Board has provided to the Department the accreditation notice required under Section 502 of the Code, MCL 380.502.

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

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

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

### **ARTICLE III**

#### **ROLE OF THE COLLEGE BOARD AS AUTHORIZING BODY**

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

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

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

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

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

Section 3.6. Authorization of Employment. The College Board authorizes the Academy to employ or contract directly with personnel according to the position information outlined in Schedule 5. However, the Academy Board shall prohibit any individual from being employed by the Academy, an Educational Service Provider or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. Additionally, the Academy Board shall require each individual who works at the Academy to disclose to the Academy Board any other public school or educational service provider at which that individual works or to which that individual provides services. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the College for any purpose. With respect to Academy employees, the Academy shall have the power and responsibility to (i) recruit, select and engage employees; (ii) pay their wages; (iii) evaluate performance; (iv) discipline and dismiss employees; and (v) control the employees' conduct, including the method by which the employee carries out his or her work. The Academy Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees. The



Academy shall ensure that the term or length of any employment contract or consultant agreement does not extend beyond the term of this Contract and shall terminate in the event this Contract is revoked or terminated. In no event may an Academy employee's employment contract term, inclusive of automatic renewals, extend beyond the term of this Contract.

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

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

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

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

Section 3.11. Authorizing Body Contract Authorization Process. Pursuant to the Code, the College Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract term set forth in Section 12.9 without any further action of either the Academy or the College Board. The Academy shall seek a new contract by

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

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

## **ARTICLE IV**

### **REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY**

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

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

Section 4.3. Academy Board Members Serve In Their Individual Capacity. All Directors of the Academy Board shall serve in their individual capacity, and not as a representative or designee of any other person or entity. A person who does not serve in their individual capacity, or who serves as a representative or designee of another person or entity, shall be deemed ineligible to continue to serve as a Director of the Academy Board. A Director who violates this Section shall be removed from office, in accordance with the removal provisions found in the Resolution



or Schedule 2: Bylaws. As set forth in the Resolution, a Director serves at the pleasure of the College Board, and may be removed with or without cause at any time.

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

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

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

- (a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:
  - (i) Is employed by the Academy;

- (ii) Works at or is assigned to work at 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 subsection, familial relationship means a person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner.

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

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

Section 4.8. Academy Counsel. The Academy Board shall select, retain and pay legal counsel to represent the Academy. The Academy shall not retain any attorney to represent the Academy if the attorney or the attorney's law firm also represents the Academy's Educational Service Provider or any person or entity leasing real property to the Academy, if any.

## ARTICLE V

### CORPORATE STRUCTURE OF THE ACADEMY

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

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

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

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

## **ARTICLE VI**

### **OPERATING REQUIREMENTS**

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

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

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

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

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

- (a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the Charter Schools Office;
- (b) an assessment of student performances at the end of each academic school year or at such other times as the College Board may reasonably request;
- (c) an annual education report in accordance with the Code;

- (d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the Charter Schools Office; and
- (e) all tests required under Applicable Law.

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

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

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

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

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

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

Section 6.11. Annual Financial Statement Audit. The Academy shall conduct an annual financial statement audit prepared and reviewed by an independent certified public accountant. The Academy Board shall select, retain, and pay the Academy's independent auditor. The Academy Board shall not approve the retention of any independent auditor if that independent auditor or the auditor's firm is also performing accounting and/or auditing services for the Academy's Educational Service Provider, if any. In accordance with timeframes set forth in the Master Calendar, the Academy shall submit one (1) copy of the annual financial statement audit, auditor's management letters and any responses to auditor's management letters to the Charter Schools Office.

Section 6.12. Address and Description of Physical Plant; Process for Expanding Academy's Site Operations. The address and description of the physical plant for the Academy is set forth in Schedule 6. With the approval of the College Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age

or grade levels and each site identified in Schedule 6 are under the direction and control of the Academy Board.

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

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

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

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

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

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

agreement to the Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be incorporated into Schedule 7f by contract amendment pursuant to Article IX of these Terms and Conditions. Postings of Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the accreditation status of each school as required by the Code.

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

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

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

## **ARTICLE VII**

### **TUITION PROHIBITED**

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

## **ARTICLE VIII**

### **COMPLIANCE WITH APPLICABLE LAWS**

Section 8.1. Compliance with Applicable Law. The Academy shall comply with all applicable state and federal laws, including, but not limited to, to the extent applicable, the Code, the State School Aid Act of 1979, the Open Meetings Act, the Freedom of Information Act ("FOIA"), the Public Employees Relations Act, the Uniform Budgeting and Accounting Act, the Revised Municipal Finance Act of 2001, the Elliott-Larsen Civil Rights Act, , the Michigan Person with Disabilities Civil Rights Act, , and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 et seq. or any successor law. The Academy agrees to participate in state assessments, data collection systems, state level student growth models, state accountability and accreditation systems, and other public comparative data collection required for public schools. Additionally, the Academy shall comply with other state and federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state or federal law to the Academy.

## ARTICLE IX

### AMENDMENT

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

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

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

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

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

Section 9.6. Emergency Action on Behalf of College Board. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation that arises between meetings of the College Board. An emergency situation shall be deemed to occur if the Charter Schools Office Director, in his or her sole



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

## **ARTICLE X**

### **CONTRACT TERMINATION, SUSPENSION, AND REVOCATION**

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

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

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

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



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

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

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

Following receipt of the State's Automatic Closure Notice, the Charter Schools Office shall forward a copy of the notice to the Academy Board and may request a meeting with the Academy Board representatives to discuss the Academy's plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy's existing sites are

included in that notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State's Automatic Closure Notice, including the granting of any hardship exemption by the Department rescinding the State's Automatic Closure Notice ("Pupil Hardship Exemption"), shall be directed to the Department, in a form and manner determined by the Department.

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

If the Department elects not to issue a Pupil Hardship Exemption and the CSO Director determines, in his or her discretion, that the closure of one or more sites as directed by the Department creates a significant economic hardship for the Academy as a going concern or the possibility of a mid-year school closure, then the CSO 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 10.6(c) do not apply to an automatic termination initiated by the State's Automatic Closure Notice or an Economic Hardship Termination under this Section 10.3.

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

**Section 10.5. Grounds and Procedures for College Termination of Contract.** The College Board, in its sole discretion, reserves the right to terminate the Contract (i) for any reason or for no reason provided that such termination shall not take place less than six (6) months from the date of the College Board's action; or (ii) if there is a change in Applicable Law that the College Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the College Board to make changes in the Contract that are not in the best interest of the College Board or the College, then such termination shall take effect at the end of the current Academy fiscal year. Following College Board approval, the Charter Schools Office Director shall provide

notice of the termination to the Academy. If during the period between the College Board action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the Contract may be revoked or suspended sooner pursuant to this Article X. If this Contract is terminated pursuant to this Section 10.5, the revocation procedures in Section 10.6 shall not apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the College Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the College Board to revoke the Contract, may be withheld by the College Board or returned to the Michigan Department of Treasury upon request. The College Board may also direct that a portion of the Academy's state school aid funds be directed to fund the Academy's dissolution account established under Section 10.10 of these Terms and Conditions.

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

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

- (i) has placed staff or students at risk;
- (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property;
- (iii) has lost its right to occupancy of the physical facilities described in Schedule 6, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities;
- (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 6;
- (v) has willfully or intentionally violated this Contract or Applicable Law; or
- (vi) has violated Section 10.2(g) or (h), then the Charter Schools Office Director may immediately suspend the Contract, pending completion of the procedures set forth in Section 10.6. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.

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

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

Section 10.8. Venue; Jurisdiction. The parties agree that all actions or proceedings arising in connection with this Contract will be tried and litigated only in the Circuit Court of Chippewa County, Michigan, the Michigan Court of Claims or the Federal District Court for the

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

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

- (a) take into his or her possession all Academy property and records, including financial, Academy Board, employment and student records;
- (b) institute and defend actions by or on behalf of the Academy;
- (c) continue the business of the Academy including entering into contracts, borrowing money, and pledging, mortgaging, or otherwise encumbering the property of the Academy as security for the repayment of loans. However, the power shall be subject to any provisions and restrictions in any existing credit documents;
- (d) hire, fire, evaluate and discipline employees of the Academy;
- (e) settle or compromise with any debtor or creditor of the Academy, including any governmental or taxing authority;
- (f) review all outstanding agreements to which the Academy is a party and to take those actions which the Academy Board may have exercised to pay, extend, rescind, renegotiate or settle such agreements as needed; and
- (g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under this Contract or Applicable Law.



Section 10.10. Academy Dissolution Account. If the College Board terminates, revokes or fails to issue a new Contract to the Academy, the CSO Director shall notify the Academy that, beginning thirty (30) days after notification of the College Board's decision, the College Board may direct up to \$10,000 from each subsequent state school aid fund payment, not to exceed a combined total of \$30,000, to a separate Academy account ("Academy Dissolution Account") to be used exclusively by the Academy 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. An intercept agreement entered into by the Academy and a third party lender or trustee shall include language that the third party lender or trustee acknowledges and consents to the funding of the Academy's dissolution account in accordance with this Contract. Any unspent funds remaining in the Academy's dissolution account after payment of all wind up and dissolution expenses shall be returned to the Academy.

## **ARTICLE XI**

### **PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES**

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

- (a) The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 et seq. Within ten (10) days after adoption by the Academy Board (but not later than July 1st) each year, the Academy Board shall submit to the Charter Schools Office a copy of its annual budget for the upcoming fiscal year. The budget must detail budgeted expenditures at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. Within 10 days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Charter Schools Office.
- (b) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7<sup>th</sup> of each school fiscal year, shall transmit to the Center for Educational Performance and Information ("CEPI") the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.



- (c) The Academy shall not adopt or operate under a deficit budget, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing deficit fund balance, incur a deficit fund balance, or adopt a current year budget that projects a deficit fund balance. If the Academy has an existing deficit fund balance, incurs a deficit fund balance in the most recently completed school fiscal year, or adopts a current year budget that projects a deficit fund balance, all of the following apply:
  - (i) The Academy shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the Charter Schools Office.
  - (ii) Within 30 days after making notification under subdivision (c)(i), the Academy shall submit to the Superintendent in the form and manner prescribed by the Department an amended budget for the current school fiscal year and a deficit elimination plan approved by the Academy Board, with a copy to the State Treasurer. The Academy shall transmit a copy of the amended budget and the deficit elimination plan to the Charter Schools Office.
  - (iii) After the Superintendent approves the Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.
- (d) If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under section 1220 of the Code, MCL 380.1220, the Academy shall do all of the following:
  - (i) The enhanced deficit elimination plan shall be approved by the Academy Board before submission.
  - (ii) After the State Treasurer approves an enhanced deficit elimination plan for the Academy, the Academy shall post the enhanced deficit elimination plan on the Academy's website.
  - (iii) Submit to the Superintendent and State Treasurer an enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.

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

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

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

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

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

COVERAGE	REQUIREMENTS
<b>General or Public Liability (GL)</b>	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
	Must include Employment Practices Liability.
	Must include Corporal Punishment coverage.
	Must include Sexual Abuse & Molestation coverage.
	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.

<b>Errors &amp; Omissions (E&amp;O)</b>	\$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
<b>Automobile Liability (AL) for Owned and Non-Owned Autos</b>	\$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
<b>Workers' Compensation</b>	Must be Occurrence form.
	Statutory Limits with \$1,000,000 Employers Liability Limits.
Requirement for PSA/SDA/UHS/SOE when leasing employees from Educational Service Provider (ESP) or Management Firm (MF)	NOTE: Must have Alternate Employer Endorsement from ESP/MF. Schedule PSA/SDA/UHS/SOE location on the ESP/MF Contract.
	NOTE: If PSA/SDA/UHS/SOE is leasing employees from ESP/MF and the PSA/SDA/UHS/SOE name does not have payroll, PSA/SDA/UHS/SOE still must carry Workers' Compensation coverage including Employers' Liability
COVERAGE	REQUIREMENTS
	Must include Employee Dishonesty coverage.

<b>Crime</b>	Must include third party coverage. \$500,000 limit.
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Umbrella</b>	<p>Can be Claims Made or Occurrence form. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.</p> <p>Umbrella is acceptable with a \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000</p> <p>If PSA/SDA/UHS/SOE has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence.</p> <p>If PSA/SDA/UHS/SOE purchases additional Umbrella limits to meet the \$1,000,000/\$3,000,000 for E&amp;O then they must be in addition to the required Umbrella limit.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>College must be included as Additional Insured with Primary and Non-Contributory Coverage.</p> <p>All coverages have to be included in the Umbrella that are in General Liability, Automobile and E&amp;O.</p>

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

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

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

#### ADDITIONAL RECOMMENDATIONS

<b>COVERAGE</b>	<b>RECOMMENDATION</b>
<b>Property</b>	Limits to cover replacement for PSA/SDA/UHS/SOE's property exposures, including real and personal, owned or leased.
<b>Cyber Risk Coverage</b>	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.
<b>Automobile Physical Damage</b>	Coverage for damage to the owned or used vehicle.

#### **DISCLAIMER:**

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

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The Academy may join with other public school academies to obtain insurance if the Academy Board finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured. The Academy shall list the College and the College Board on the insurance policies as an additional insured on insurance coverages as noted above. The Academy shall have a provision included in all policies requiring notice to the College Board, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the Academy shall provide copies of all insurance policies required by this Contract on site for inspection by the College Board or its designee.

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

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

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

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

COVERAGE	REQUIREMENTS
<b>General or Public Liability (GL)</b>	Must be Occurrence form
	<b>Must include Sexual Abuse &amp; Molestation coverage</b>
	<b>Must include Corporal Punishment coverage</b>
	\$1,000,000 per occurrence & \$2,000,000 aggregate
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage

	<b>NOTE: Strict Disciplinary Academies must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 per occurrence</b>
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Errors &amp; Omissions (E&amp;O)</b>	Must include Employment Practices Liability
	Must include Directors' and Officers' coverage
	Must include School Leaders' E&O
	Can be Claims Made or Occurrence form
	<b>If Claims Made, Retroactive Date must be the same or before date of original College-PSA contract</b>
	\$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
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Automobile Liability (AL) for Owned and Non-Owned Autos</b>	\$1,000,000 per accident
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
	<b>Higher limits may be required if PSA has its own buses</b>
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Workers' Compensation</b>	Must be Occurrence Form
	Statutory Limits
	<b>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.</b>
	PSA must be included as First Named Insured
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Crime</b>	Must include Employee Dishonesty coverage
	Must be Occurrence form
	\$500,000 per occurrence
	PSA must be included as First Named Insured
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Umbrella</b>	Can be Claims Made or Occurrence form
	<b>\$2,000,000 per occurrence &amp; \$4,000,000 aggregate</b>
	<b>If PSA has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence</b>
	<b>PSA must be included as First Named Insured</b>
	<b>College must be included as Additional Insured with Primary Coverage</b>
<b>ADDITIONAL RECOMMENDATIONS</b>	
<b>COVERAGE</b>	<b>REQUIREMENTS</b>

<b>Property</b>	Limits to cover replacement for PSA's property exposures, including real and personal, owned or leased
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Performance Bond (or Letter of Credit with Indemnification)</b>	\$1,000,000 per claim/aggregate

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

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

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

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

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

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

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

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

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

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

Section 11.9. Nonessential Elective Courses. If the Academy Board elects to provide nonessential elective courses to part-time pupils at a nonpublic school building, the Academy shall comply with Section 166b of the State School Aid Act of 1979, as amended, MCL 388.1166b. Prior to providing instruction, the Academy Board shall ensure that the Academy has sufficient



documentation to qualify for part-time pupil funding under the State School Aid Act. The provision of nonessential elective courses by the Academy shall be incorporated into Schedule 7c of this Contract by amendment pursuant to Article IX of these Terms and Conditions.

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

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

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

“Compliance with Academy’s Contract. The Educational Service Provider agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy’s obligations under the Academy’s Contract issued

by the Bay Mills Community College Board of Regents. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement."

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

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

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

Section 11.11. Management Agreements. The Academy may enter into a Management Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For purposes of this Contract, an employee leasing agreement shall be considered a Management Agreement, and an employee leasing company shall be considered an ESP. Any Management Agreement shall state that the ESP must acquire insurance in addition to the insurance the Academy must obtain under the Contract. The coverage must be similar to the insurance coverage required by the Contract and the Management Agreement must detail the type and 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. A copy of the final executed Management Agreement shall be included in this Contract under Schedule 5. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP Policies and the amended ESP Policies shall automatically apply to the Academy without the need for a Contract amendment under article IX of these Terms and Conditions. The Charter Schools Office may

disapprove the proposed Management Agreement submitted by the Academy if the Management Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to a Management Agreement shall be submitted for review by the Charter Schools Office in the same form and manner as a new Management Agreement.

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

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

## **ARTICLE XII**

### **GENERAL TERMS**

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

If to the College Board:

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

If to the Tribal Office:

Tribal Attorney's Office  
Bay Mills Indian Community  
12140 West Lakeshore Drive  
Brimley, Michigan 49715

If to Outside Counsel:

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

If to Academy:

Academy Board President

Kimberly Williams  
142 Auburn Avenue  
Pontiac, MI 48342

If to Academy Counsel:

Elizabeth Kyprianos  
Shifman Carlson  
34705 West Twelve Mile Road  
Suite 160  
Farmington Hills, MI 48331

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

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

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

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

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

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

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

Section 12.9. Term of Contract. This Contract shall commence on the date first set forth above and shall remain in full force and effect for 4 years until June 30, 2024, unless sooner revoked or terminated according to the terms hereof.

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

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

Section 12.12. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

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

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

Section 12.15. College Board or CSO General Policies on Public School Academies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing College Board or CSO policies regarding public school academies which shall apply immediately, College Board or CSO general policies clarifying procedure and requirements

applicable to public school academies under this Contract, as from time to time adopted or amended, will automatically apply to the Academy, provided they are not inconsistent with provisions of this Contract. Before issuing general policies under this Section, the College Board or the CSO shall provide a draft of the proposed policies to the Academy Board. The Academy Board shall have at least thirty (30) days to provide comment to the CSO on the proposed policies before such policies shall become effective.

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

Section 12.17. Information Available to the Public.

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

Section 12.18. Termination of Responsibilities. Upon termination or revocation of the Contract, the College Board or its designee shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract. Upon termination or revocation of the Contract, the Academy may amend its articles of incorporation or bylaws as necessary to allow the Academy Board to: (a) take action to appoint Academy Board members in order to have a quorum necessary to take Academy Board action; or (b) effectuate a dissolution, provided that the Academy Board may not amend any provision in the Academy's articles of incorporation or bylaws regarding the disposition of assets upon dissolution.

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

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

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

(i) for students enrolled in the Academy, providing such information to an 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's parent or legal guardian any personally identifiable information concerning the student that is collected or created by the Academy as part of the student's education records.

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

- (i) to the Department or CEPI;
- (ii) to the student's parent or legal guardian;
- (iii) by the Academy to the College Board, College, Charter Schools Office or to the 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
- (x) in the absence of, or in compliance with, a properly executed opt-out form, as adopted by the Academy in compliance with section 1136(6) of the Code, pertaining to uses for which the Academy commonly would disclose a pupil's "directory information."

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

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

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

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



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

Section 12.23. Partnership Agreement. If the Department and State Reform Office imposes a partnership agreement on the Academy, the Academy shall work collaboratively with the Department, the State Reform Office and other partners to implement the partnership agreement. In the event that a provision in the partnership agreement is inconsistent with a provision in this Contract, this Contract shall control.

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

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

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

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

Section 12.27. School Safety Liaison. The Academy Board shall designate a liaison to work with the School Safety Commission created under Section 5 of the Comprehensive School Safety Plan Act created under Public Act 548 of 2018, MCL 28.805 and the Office of School Safety created under MCL 28.681. The Liaison shall be an individual employed or assigned to regularly and continuously work under contract in the school operated by the Academy. The

Liaison shall work with the School Safety Commission and the Office of School Safety to identify mode practices for determining school safety measures.

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

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

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

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

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

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

BAY MILLS COMMUNITY COLLEGE  
BOARD OF REGENTS

By: Michael C. Parish  
Michael C. Parish, College Board Designee

Date: July 1, 2020

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.

LIFE SKILLS CENTER OF PONTIAC

By: [Signature]  
Its: Board President

Date: July 1, 2020

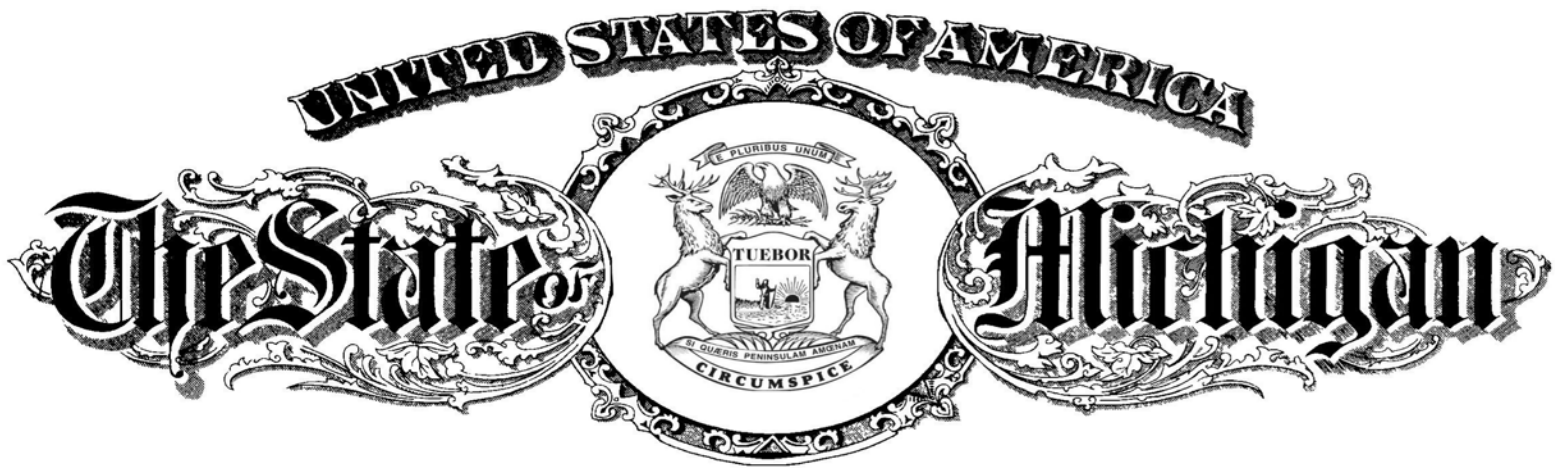
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**CONTRACT SCHEDULE 1**

**ARTICLES OF INCORPORATION**



Department of Licensing and Regulatory Affairs

Lansing, Michigan

*This is to Certify That*

***LIFE SKILLS CENTER OF PONTIAC, INC.***

*was validly Incorporated on April 26 , 2004 as a Michigan nonprofit corporation, and said corporation is validly in existence under the laws of this state.*

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

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



*Sent by electronic transmission*

Certificate Number: 20061356710

*In testimony whereof, I have hereunto set my hand,  
in the City of Lansing, this 8th day of June , 2020.*

*Linda Clegg*

Linda Clegg, Interim Director

Corporations, Securities & Commercial Licensing Bureau

<b>MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES &amp; COMMERCIAL LICENSING BUREAU</b>																				
<b>Date Received</b>																				
	This document is effective on the date filed, unless a subsequent effective date within 90- days after received date is stated in the document.																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3" style="padding: 2px 5px;"><b>Name</b></td> </tr> <tr> <td colspan="3" style="padding: 2px 5px;">Nicholas Kovach</td> </tr> <tr> <td colspan="3" style="padding: 2px 5px;"><b>Address</b></td> </tr> <tr> <td colspan="3" style="padding: 2px 5px;">34705 W. Twelve Mile Rd., Ste. 160</td> </tr> <tr> <td style="width: 33%; padding: 2px 5px;"><b>City</b></td> <td style="width: 33%; padding: 2px 5px;"><b>State</b></td> <td style="width: 33%; padding: 2px 5px;"><b>Zip</b></td> </tr> <tr> <td style="padding: 2px 5px;">Farmington Hills</td> <td style="padding: 2px 5px;">MI</td> <td style="padding: 2px 5px;">48331-3259</td> </tr> </table>			<b>Name</b>			Nicholas Kovach			<b>Address</b>			34705 W. Twelve Mile Rd., Ste. 160			<b>City</b>	<b>State</b>	<b>Zip</b>	Farmington Hills	MI	48331-3259
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Farmington Hills	MI	48331-3259																		
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**RESTATED ARTICLES OF INCORPORATION  
For Use by Domestic Nonprofit Corporations**

**OF**

**FLEX HIGH SCHOOL OF PONTIAC**

Pursuant to the provisions of the Michigan Nonprofit Corporation Act (Act 162) of 1982, as amended (the "Act"), being MCL 450.2101 et seq. and Part 6A of the Revised School Code (the "Code") as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws ("MCL"), the undersigned corporation executes the following Restated Articles:

The present name of the corporation is: Life Skills Center of Pontiac, Inc.

The identification number assigned by the Bureau is: 800897035.

The corporation has used no other names.

The date of filing the original Articles of Incorporation was: 4/26/2004

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

## **ARTICLE I**

The name of the corporation is: Flex High School of Pontiac.

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

## **ARTICLE II**

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

1. The corporation is organized for the purposes of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code, being MCL 380.501 to 380.507.

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 basis.

Description:

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.

The corporation is organized on a directorship basis.

## **ARTICLE IV**

The name of the resident agent at the registered office is John Carlson

The address of its registered office in Michigan is: 34705 W. Twelve Mile Rd., Ste. 160, Farmington Hills, MI 48331-3259.



The mailing address of the registered office in Michigan is the same.

#### **ARTICLE V**

The corporation is a governmental entity.

#### **ARTICLE VI**

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

#### **ARTICLE VII**

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

The Board of Directors shall have all the powers and duties permitted by law to manage the business, property and affairs of the corporation. Notwithstanding any provision to the contrary, the corporation and its Board of Directors shall at all times comply with Academy Board Provisions, which are provisions regarding the method of selection, length of term, number of members, and other relevant provisions governing the Board of Directors, which may be changed from time to time by the College Board without the approval of the Academy Board.

#### **ARTICLE IX**

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

#### **ARTICLE X**

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, board, officers or other private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article 10). Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from federal income tax under section 115 of the IRC, or comparable provisions of any successor law.

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

#### **ARTICLE XI**

The Terms defined in the Terms and Conditions of the Contract to Charter a Public School Academy between the College Board and the Academy shall have the same meaning in these articles.

These Articles of incorporation shall not be amended except by the process provided in Article IX of the Contract executed by the corporation and the College Board.

<b>ADOPTION OF ARTICLES</b>
-----------------------------

These Restated Articles of Incorporation were duly adopted on the \_\_\_\_ day of \_\_\_\_\_ 2022, in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate and do further amend the provisions of the Articles of Incorporation and were duly adopted by the directors. The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

Signed this \_\_\_\_ day of \_\_\_\_\_ 2022.

By: \_\_\_\_\_  
Clark Sanford, Board Secretary

**CONTRACT SCHEDULE 2**

**BYLAWS**

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**RESTATED BYLAWS**  
**OF**  
**FLEX HIGH SCHOOL OF PONTIAC**

**ARTICLE I**  
**NAME**

This organization shall be called Flex High School of Pontiac (the "Academy" or "Corporation").

**ARTICLE II**  
**FORM OF CORPORATION**

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

**ARTICLE III**  
**OFFICES**

Section 1. Principal Office. The principal office of the Corporation shall be located in the City of Pontiac, County of Oakland, State of Michigan.

Section 2. Registered Office. The registered office of the Corporation may be the same as the principal office of the Corporation, but in any event must be located in the State of Michigan, and be the business office of the resident agent, as required by the Michigan Nonprofit Corporation Act. Changes in the resident agent and registered address of the Academy must be filed with the Michigan Department of Licensing and Regulatory Affairs, Commercial Services and reported to the Charter Schools Office.

**ARTICLE IV**  
**BOARD OF DIRECTORS**

Section 1. General Powers. The business, property and affairs of the Corporation shall be managed by the Academy Board of Directors ("Academy Board"). The Academy Board may exercise any and all of the powers granted to it under the Michigan Non-Profit Corporation Act or pursuant to Part 6A of the Revised School Code ("Code"). The Academy Board may delegate such powers to the officers and committees of the Academy Board as it deems necessary, so long as such delegation is consistent with the Articles, these Bylaws, the Contract and Applicable Law.

Section 2. College Board Resolution Establishing Method of Selection, Length of Term and Number of Academy Board Members. The method of selection and appointment, length of term, number of directors, oath of public office requirements, tenure, removal,

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

## ARTICLE V

### MEETINGS

Section 1. Annual and Regular Meetings. The Academy Board shall hold an annual meeting each year, as well as monthly meetings thereafter. The Academy Board shall provide, by resolution, the time and place, within the State of Michigan, for the holding of regular monthly meetings. The Academy Board shall provide notice of the annual and all regular monthly and special meetings to the Charter Schools Office and as required by the Open Meetings Act.

Section 2. Special Meetings. Special meetings of the Academy Board may be called by or at the request of the Academy Board President or any Director. The person or persons authorized to call special meetings of the Academy Board may fix the place within the State of Michigan for holding any special meeting of the Academy Board called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the Corporation in the State of Michigan. The Corporation shall provide notice of all special meetings to the Charter Schools Office and as required by the Open Meetings Act.

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

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

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

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

Section 5. Open Meetings Act. All meetings and committee meetings of the Academy Board shall at all times be in compliance with the Open Meetings Act.

Section 6. Notice to Directors. The Academy Board shall provide notice of any meeting to each Director stating the time and place of the meeting, with the delivery of such notice personally, by mail, facsimile or electronic mail to each Director at the Director's personal



address or electronic mail address. Any Director may waive notice of any meeting by written statement sent by the Director to the Academy Board Secretary before or after the holding of the meeting. A Director's attendance at a meeting constitutes a waiver of the notice of the meeting required under this Section.

Section 7. Votes By Directors. 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. Committees. The Academy Board, by resolution, may designate one or more committees, each committee to consist of one or more Directors selected by the Academy Board. As provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, the committees shall have such powers as delegated by the Academy Board, except (i) filling of vacancies on the Academy Board or in the offices of the Academy Board or committees created pursuant to this Section; (ii) amendments to the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, the Contract, the Bylaws or Applicable Law. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Academy Board of its activities as the Academy Board may request.

## ARTICLE VII

### OFFICERS OF THE BOARD

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

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

Section 3. Removal. Any officer or agent elected or appointed by the Academy Board may be removed by a majority vote by the Academy Board whenever in its judgment the best interests of the Corporation would be served thereby.

Section 4. Vacancies. A vacancy in any office shall be filled by appointment by the Academy Board for the unexpired portion of the term of the vacating officer.

Section 5. President. The President of the Corporation shall be a member of the Academy Board. The President of the Corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall

preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The President shall be an ex officio member of any standing committees and when designated by the Academy Board, Chairperson of any standing committee established by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Academy Board as may be prescribed by the Academy Board from time to time.

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

Section 7. Secretary. The Secretary of the Corporation shall be a member of the Academy Board. The Secretary shall: (a) keep the minutes of the Academy Board meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or the Academy Board.

Section 8. Treasurer. The Treasurer of the Corporation shall be a member of the Academy Board. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the Corporation in such banks, trust companies or other depositories as shall be selected by the Academy Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the Corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy Board shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.

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

Section 11. Filling More Than One Office. Subject to the statute concerning the Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to

15.185 of the Michigan Compiled Laws, any two offices of the Corporation except those of President and Vice-President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

## ARTICLE VIII

### CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

Section 1. Contracts. The Academy Board may authorize any officer(s), assistant(s) or acting officer(s), to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Academy Board authorizes the execution of a contract or of any other instrument in the name of and on behalf of the Corporation, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto. No contract entered into, by or on behalf of the Academy Board, shall in any way bind Bay Mills Community College or impose any liability on Bay Mills Community College, the College Board, its regents, officers, employees or agents.

Section 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan, advance, overdraft or withdrawal by an officer or Director of the Corporation, other than in the ordinary and usual course of the business of the Corporation, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Bay Mills Community College or impose any liability on Bay Mills Community College, the College Board, its regents, officers, employees or agents. To avoid creating or perpetuating circumstances in which the possibility of favoritism, conflicts of interest, or impairment of efficient operations may occur, the Corporation will not issue a debt instrument (e.g. loan agreement, promissory note, mortgage, line of credit, etc.) to any person employed by the Corporation or any person who serves on the Academy Board. This prohibition also applies to the issuance of a debt instrument to an entity owned or closely related to any Corporation employee or Academy Board member.

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

Section 4. Deposits. Consistent with section 1221 of the Code, the Treasurer of the Academy shall deposit the funds of the Academy in a financial institution or in a joint investment authorized by the Code. All additional funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Academy Board may select, provided that such financial institution is

eligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, as amended, being MCL 21.146 of the Michigan Compiled Laws.

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

Section 6. Contracts Between Corporation and Related Persons; Persons Ineligible to Serve as Directors. Pursuant to the Code, each Director, officer or employee of the Academy shall comply with the Incompatible Public Office statute, Act No. 566 of the Public Acts of 1978, being sections 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being sections 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with the Contract and Applicable Law relating to conflicts of interest.

## ARTICLE IX

### INDEMNIFICATION

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

## **ARTICLE X**

### **FISCAL YEAR**

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

## **ARTICLE XI**

### **AMENDMENTS**

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by obtaining (a) the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for such meetings, and (b) the written approval of the changes or amendments by the College President or his designee. In the event that a proposed change is not accepted by the College President or his designee, the College Board shall consider and vote upon a change proposed by the Corporation following an opportunity for a written and oral presentation to the College Board by the Corporation. Amendments to these Bylaws take effect only after they have been approved by both the Corporation's Academy Board and by the College Board or its designee.

## **ARTICLE XI**

### **CONTRACT DEFINITIONS**

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

## **CERTIFICATION**

The Academy Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation at properly noticed public meeting under the Open Meetings Act, 1976 PA 267, as amended, on the 15<sup>TH</sup> day of NOVEMBER, 2022.

A handwritten signature in black ink, appearing to read 'Clark Sanford', is written over a horizontal line.

Clark Sanford, Board Secretary

**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 Flex High School of Pontiac (the "Academy"), a public school academy.

#### **Preliminary Recitals**

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

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

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

### **ARTICLE I**

#### **DEFINITIONS AND INTERPRETATIONS**

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

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

"Agreement" means this Fiscal Agent Agreement.

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

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

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

"State" means the State of Michigan.

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

## **ARTICLE II**

### **FISCAL AGENT DUTIES**

Section 2.01. Receipt of State School Aid Payments and Other Funds. The College Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the College Board and the Academy may also agree that the College Board will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.03.

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

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

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of the Academy's 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. The State School Aid Payment and Direction document shall include language that the third party lender or trustee acknowledges and consents to the transfer of State School Aid Payments into the Academy's dissolution account, as set forth in Article X of the Terms and Conditions. Any unspent funds remaining in the Academy's dissolution account after payment of all wind up and dissolution expenses shall be returned to the Academy.



## **ARTICLE III**

### **STATE DUTIES**

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

Section 3.02. State School Aid Payment Overpayments and Penalties. The State, through its Department of Education, has sole responsibility for determining State School Aid Payment overpayments to the Academy and the method and time period for repayment by the Academy. The State, through its Department of Education, has sole responsibility for assessing State School Aid penalties against the Academy for noncompliance with the Code and the State School Aid Act of 1979, as amended.

Section 3.03. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

## **ARTICLE IV**

### **ACADEMY DUTIES**

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

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

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

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

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

## **ARTICLE V**

### **RECORDS AND REPORTS**

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

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, 2022, and annually thereafter, a written report dated as of August 31<sup>st</sup> summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the College Board receives under this Agreement.

## **ARTICLE VI**

### **CONCERNING THE FISCAL AGENT**

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

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

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

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

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 Flex High School of Pontiac.

BY:  \_\_\_\_\_  
Alyson Hayden, Director  
Bureau of State and Authority Finance  
Michigan Department of Treasury

Date: October 6, 2022

078905.000001 4863-0408-7094.1

**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 Flex High School of Pontiac (the "Academy"), a public school academy.

#### **Preliminary Recitals**

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

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

### **ARTICLE I**

#### **DEFINITIONS AND INTERPRETATIONS**

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

"Agreement" means this Oversight Agreement.

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

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

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

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

### **ARTICLE II**

#### **OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES**

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

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

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

- a. Submit information to the Charter Schools Office in accordance with the Master Calendar of Reporting Requirements adopted by the Charter Schools Office. The Master Calendar may be amended from time to time as deemed necessary by the Charter Schools Office Director.

- b. Submit quarterly financial reports to the Charter Schools Office in a form and manner determined by the Charter Schools Office. Submit other financial reports as established by the Charter Schools Office.
- c. Permit inspection of the Academy's records and/or premises at any reasonable time by the Charter Schools Office.
- d. Report any litigation or formal proceedings alleging violation of any Applicable Law by the Academy to counsel for the College Board as designated in Article XII of the Terms and Conditions.
- e. Upon request, provide copies of information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, or State Board of Education to the Charter Schools Office.
- f. Provide proposed minutes of all Academy Board of Directors' meetings to the Charter Schools Office no later than ten (10) business days after such meeting, and provide approved final minutes to the Charter Schools Office within five (5) business days after the minutes are approved.
- g. Submit to the Charter Schools Office prior to the issuance of the Contract, copies of insurance policies evidencing all insurance as required by the Contract.
- h. Submit to the Charter Schools Office a copy of the Academy's lease, deed or other purchase arrangement for its physical facilities as required by the Contract.
- i. Submit to the Charter Schools Office, copies of all fire, health and safety approvals required by Applicable Law for the operation of a school.
- j. Submit annually to the Charter Schools Office, the dates, times and a description of how the Academy will provide notice of the Academy's pupil application and enrollment process. The Academy's pupil application and enrollment admission process must be conducted in a fair and open manner in compliance with the Contract and the Code. At a minimum, the Academy shall make a reasonable effort to advertise its enrollment openings by newspaper, mail, media, internet or other acceptable communication process. All Academy notices of the open enrollment period must include language that the open enrollment period includes evening and weekend times for enrolling students in the Academy. In addition, the Academy must set forth in all public notices the date for the holding of a random selection drawing if such a drawing becomes necessary.
- k. Upon receipt from the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes and the Bureau of Fire Services, the Academy shall submit to the Charter Schools Office a copy of any Certificate of Occupancy approval for the Academy's school facility outlined in Schedule 6. The Academy shall not occupy or use the school facility identified in Schedule 6 until such facility has been approved for occupancy by the

Bureau of Construction Codes and the Bureau of Fire Services or other local authorized building department.

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

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

n. Prior to December 31 of each year and whenever necessary thereafter, the Academy Board shall approve and submit a revised operating school budget that includes, without limitation, the following: (i) the total projected amount of state school aid revenues based on the Academy's October 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. Within 5 days of its submission to the Center for Educational Performance and Information (CEPI) of the budgetary assumptions that are required by Section 1219 of the Code, the Academy shall provide a copy of those budgetary assumptions to the Charter Schools Office, and confirm that the submitted budgetary assumptions were used in the adoption of the Academy's annual budget.

p. Submit copies to the 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 Charter Schools Office under Section 1220 of the Code.

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

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



## **ARTICLE III**

### **RECORDS AND REPORTS**

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

## **ARTICLE IV**

### **MISCELLANEOUS**

Section 4.01. Administrative Fee. The Academy agrees to pay to the College Board an administrative fee of 3% of the State School Aid Payments received by the Academy. This fee shall be retained by the College Board from each State School Aid Payment received by the College Board for forwarding to the Academy. This fee shall compensate the College Board for overseeing the Academy's compliance with the Contract and all Applicable Law and other related activities for which compensation is permissible. If the Academy elects to enter into a contract for an administrative review with the 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 Charter Schools Office to the Academy on a fee for service basis, as authorized under the Code.

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

Section 4.03. Audit and Evaluation. The Academy:

- a. hereby authorizes the Charter Schools Office to perform audit and evaluation studies using Academy data including, but not limited to, personally identifiable information about the Academy's students and staff submitted by the Academy to agencies including, but not limited to, Center for Educational Performance and Information ("CEPI"), Office of Educational Assessment and Accountability ("OEAA") and the Michigan Department of Education ("MDE"). Pursuant to this authorization, the Charter Schools Office shall abide by the regulations that govern the use of student data within the Family Educational Rights and Privacy Act (FERPA - 34 CFR Part 99), the Michigan Identity Theft Protection Act of 2004, and the Privacy Act of 1974.
- b. shall upon request, provide the Charter Schools Office with copies or 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, the Michigan DataHub or any other state or federal agency.

Section 4.04. Fiscal Stress Notification from State Treasurer. If the State Treasurer notifies the Academy that the State Treasurer has declared the potential for Academy financial stress

exists, the Academy shall provide a copy of the notice to the Charter Schools Office. Within fifteen (15) days of receipt of the notification from the Academy, the Charter Schools Office Director shall notify the Academy whether the 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 4.04 shall prohibit the Academy from electing to enter into a contract for an administrative review with the College or an intermediate school district.

## **ARTICLE V**

### **TRANSPARENCY PROVISION**

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

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

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. Copies of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the Charter Schools Office
11. Copy of curriculum and other educational materials given to the Charter Schools Office
12. Copy of school improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds

14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved ESP Agreement(s)
17. Copy of Academy Board approved services contract(s)
18. Office of Fire Safety certificate of occupancy for all Academy facilities
19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)
21. Asbestos inspection report and Asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase 1 environmental report (if required)
24. List of current Academy teachers and school administrators with names and addresses and their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal background and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board
29. Proof of insurance as required by the Contract
30. Any other information specifically required under the Code

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

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

**CONTRACT SCHEDULE 5**

**DESCRIPTION OF STAFF RESPONSIBILITIES**

## STAFF RESPONSIBILITIES

Superintendent .....	1.1
Principal .....	1.2
School Operations Manager .....	1.3
Student Retention Liaison .....	1.4
Director, Education Support Services .....	1.5
School Counselor .....	1.6
School Social Worker .....	1.7
Teacher .....	1.8
Special Education Teacher .....	1.9
Student Relations Site Utility .....	1.10
Security Staff .....	1.11

## ***SUPERINTENDENT***

**EMPLOYED BY:** USLC (ESP)

**REPORTS TO:** CHIEF OPERATING OFFICE OF ESP or DESIGNEE

### **POSITION SUMMARY:**

The Area Superintendent provides educational leadership in developing and implementing Organizational goals, standards and accountabilities, priorities, guiding principles, and program improvement. This position will develop, implement, and evaluate strategic instructional plans ensuring that students achieve high academic standards in accordance with applicable laws, Board Rules, regulations, charter school policies and procedures. This position reports to the School Board or designee.

### **RESPONSIBILITIES/DUTIES**

- Provide leadership and direction for the planning, evaluation, improvement, and implementation of the instructional program at the charter school.
- Create and implement processes for the continuous improvement of instructional leadership in academic and educational instruction.
- Develop goals and plans for instruction that ensures students achieve high academic standards and achieve superior Academic Performance results.
- Oversee and direct the activities of the Administrator ensuring compliance with policies and directives.
- Review and use student and school data to direct resources to support the improvement of educational programs and services.
- Collaborate with Charter Authorizers on school updates, changes, and requests. Confer with organizational Executive Leadership on making recommendations.
- Liaison to local government officials, authorizers, and local Board.
- Administer a program of professional development which builds the capacity of Administrator and school staff to reach student achievement goals.
- Evaluate Administrators for leadership effectiveness; conduct special studies as needed.
- Collaborate with school designees on the review of the school petition and renewal process, and accreditation review.
- Manage school budget and ensure fiscal responsibility.
- Resolve complaints and concerns of teachers, students, and parents that are not resolved at the school site level.
- Responsible to meet student enrollment, student retention, and graduation goals
- Keep members of the School Board and Executive Leadership informed on issues and needs
- Maintain positive School Board and community relations.
- Lead and participate in meetings, trainings, and audits.
- Perform administrative duties, responsibilities and activities that may be assigned or changed from time to time
- SUPERVISORY RESPONSIBILITIES: Manage, coordinate, supervise, coach and direct the hiring, training, or performance development of team members and oversee their daily activities

**KNOWLEDGE, SKILLS, ABILITIES**

- Knowledge of Public-School District organizational structure and functions
- Ability to communicate effectively with stakeholders, colleagues, and community representatives, diverse groups of people
- Appropriate interpersonal style and methods to guide individuals and groups toward task accomplishment and effect positive change in staff and programs
- Ability to represent the school with responsible, mature judgment, tact, and decisiveness
- Ability to plan, organize and administer programs and projects
- Leadership skills including consensus building and conflict resolution

**MINIMUM QUALIFICATIONS**

- Experience working in a school setting
- Minimum 5 years' experience in leadership/management preferred
- Bachelor's Degree required; Master's Degree in Educational Leadership or related field preferred
- Valid Teaching credential with English Language Authorization or Valid California Pupil Personnel Services (PPS) credential required
- Valid Administrative Services Credential Required and/or Certificate of Eligibility or enrolled in an Administrative Services Credential Program required
- Knowledge and/or experience in project management, program development, organizing, prioritizing, coordinating, implementing, and managing multiple programs, projects, tasks and building teams preferred
- Proficient in student information systems (SIS) or educational applications
- Skilled in MS Office (Word, Excel, PowerPoint, Outlook, Teams)
- Ability to travel in performance of job duties is required
- Ability to lift, carry, push, pull objects weighing up to 10 pounds

## **PRINCIPAL**

**EMPLOYED BY:** USLC (ESP)

**REPORTS TO:** SUPERINTENDENT OR DESIGNEE

### **POSITION SUMMARY:**

The Principal is the key stakeholder in ensuring all students and staff participate in building a culture of mutual respect so that each learner is able to explore and prepare their own story of success in earning a high school diploma and positively serving the community. The Principal serves as the Administrator of their designated school(s) and is responsible for the direction of the instructional program, overall management and operation of the school(s) and related facilities. This includes the supervision of all certified and classified employees assigned to serve in the school(s). This position reports to the School Board or designee.

### **RESPONSIBILITIES/DUTIES**

- Provide leadership to all staff in promoting the vision and mission of the charter school
- Provide guidance, supervision and assistance in instructional practices and curriculum development that is responsive to the academic and cultural needs of the student population, including English Language Learners and Special Education students
- Provide leadership for and facilitates collaboration with all stakeholders on identifying goals for student achievement; develops the School Improvement Plan; assesses progress toward meeting the goals
- Supervise and evaluate the performance of all assigned certified and classified personnel; provide counseling and assistance, recommends appropriate action in cases of substandard performances, and identifies and encourages individual teachers with leadership potential
- Counsel students, recommend, and implement student disciplinary actions in accordance with the Michigan Revised School Code, Charter School policy, and procedures, and the school's student responsibility code
- Maintain a school climate that ensures the safety, health, and welfare of students and personnel; organize and implements a "School Safety Plan"; complies with mandated child abuse reporting procedures
- Provide effective professional development and training for all stakeholders to improve student achievement and build capacity of teachers to improve teaching services to students
- Collaborate with management staff to staff the school properly
- Monitor student assignments and teacher caseloads according to school policies
- Carry out a program of community outreach and parent support as a means of communicating and strengthening the school program
- Collaborate with operations staff to monitor compliance with attendance procedures, and audits.
- Plan, organize, and conduct school extra-curricular activities and events
- Ensure adherence to federal and state laws, reporting requirements and maintenance of school plans
- Make periodic appraisals of pupil progress and directs reports to parents
- Plan, coordinate and review the work of Leadership Team
- Serve on committees



**SUPERVISORY RESPONSIBILITIES:** Manage, coordinate, supervise, coach, and direct the hiring, training, or performance development of team members and oversee their daily activities.

**KNOWLEDGE, SKILLS, ABILITIES**

- Knowledge of Michigan Education Code, high school credits, graduation requirements and create interventions
- Knowledge of alternative educational programs, including independent study
- Knowledge of curriculum, including highly developed competencies in at least one content area
- Knowledge of on-line/virtual learning platforms
- Ability to work with the entire school community (e.g. parents, students, teachers, administration, business and community groups)
- Ability to use technology; software applications for data collection and analysis

**MINIMUM QUALIFICATIONS**

- Valid Michigan Administrator's Certificate and/or Certificate of Eligibility OR enrolled in an Administrator Credential Program
- Valid Michigan Teaching certificate
- Bachelor's Degree or higher from a regionally accredited college or university
- Prior teaching experience required
- Minimum 2 years' experience as a School Administrator/leadership role
- Experience with student and educational information systems
- Skilled in MS Office (Word, Excel, PowerPoint, Outlook, Teams)
- Ability to travel in performance of job duties is required
- Ability to lift, carry, push, pull objects weighing up to 10 pounds (almost all office jobs)

## ***School Operations Manager***

**EMPLOYED BY:** USLC (ESP)

**REPORTS TO:** PRINCIPAL OR DESIGNEE

### **POSITION SUMMARY**

The School Operations Manager will manage school facilities, coordinate day-to-day operations of the Learning Center, manage student data compliance, pupil attendance reporting and vendor management. This position will act as the district liaison for the school and is responsible for overseeing the Education Management Information Systems (EMIS), school enrollment process, support student testing initiatives and support decision making by developing, preparing and analyzing data reports. This position will also engage with multiple stakeholders including students, staff, board of directors, Education Service Provider (ESP) and school district representatives, to create and contribute a positive environment that supports innovation, teamwork, and successful school operations and outcomes. This position reports to the Principal or designee.

### **RESPONSIBILITIES/DUTIES**

- Plan, organize, manage, and direct all aspects of the Compliance Program; ensure procedures are in accordance with federal and State educational regulations, school and Board policies
- Oversee compliance, accuracy, completeness, and transfer of district, staff, student, and financial EMIS data.
- Oversee new student enrollment, student orientations, recordkeeping and ensure adherence to school procedures and provide training and technical assistance to staff on student records compliance
- Ensure accuracy of student information including but not limited to attendance data, grades, immunization records, and enrollment data in the Student Information System and conduct quality assurance audits
- Collaborate and coordinate with leadership and other designees on various tasks including new employee onboarding, employee transactions, timecard/payroll support transactions, educational program implementation, student and parent communications, student orientations, and other student events
- Comprehension of data reporting rules for federal, local, and state reporting.
- Oversee and work collaboratively with district personnel, as well as other EMIS and non-EMIS reporting agencies to maintain accurate staff and student data and communicate updates, enhancements or changes
- Assist with the creation and distribution of work schedules as needed
- Assist with grant compliance, compliance audits and reporting Collect and analyze data, prepare reports and make presentations as requested
- Manage student & staff attendance data process & ensure that it is reconciled & accurate each day; oversee drop/pre-drop letters to students
- Conduct interviews and collaborate with the Human Resources Department on new hire recommendations and orientations
- Oversee daily data entry and follow up for student discipline system.
- Recommend changes or updates to compliance procedures, school related forms in accordance with changes in state law and prepare and participate in school audits

- Be an active and a positive contributor to the school; participate in graduation & school events
- Reviews and submits campus supply orders to the Principal or designee
- Perform administrative duties, responsibilities and activities that may be assigned or changed from time to time.

**SUPERVISORY RESPONSIBILITIES:** Manage, coordinate, supervise, coach and direct the hiring, training, or performance development of team members and oversee their daily activities.

#### **KNOWLEDGE, SKILLS, ABILITIES**

- Knowledge of Michigan Education Code as it relates to staff and student data and recordkeeping
- Ability to process high volume of documentation, data entry with high accuracy and data analysis and reporting
- Records management
- Ability to work with limited supervision and meet multiple competing deadlines and schedules
- Excellent oral and written communication and customer service

#### **MINIMUM QUALIFICATIONS**

- Associates Degree; Bachelor's Degree, preferred
- 3 years of related business duties; highly desired public education work experience
- 2 years of specific experience in EMIS preferred
- Knowledge of Supervisory experience required
- Advance skills in MS Office (Word, Excel, PowerPoint, Outlook)
- Experience in a public school environment required
- Experience with student information systems required
- Ability to travel in performance of job duties is required
- Ability to lift, carry, push, pull objects weighing up to 10 pounds (almost all office jobs)

## ***STUDENT RETENTION LIAISON***

**EMPLOYED BY:** USLC (ESP)

**REPORTS TO:** PRINCIPAL OR DESIGNEE

### **POSITION SUMMARY:**

The Student Retention Liaison will perform a variety of duties and responsibilities involved in student attendance, student engagement and readmission, and book retrieval. This position will interact with students and families, and even make home visits to promote the success of the students. Student Retention Liaison develops relationships with students to foster attendance and retention of students, assuring students stay on track to graduate. This position will conduct attendance intervention meetings (AIMs) to promote attendance and remove barriers to attendance and student success.

### **RESPONSIBILITIES/DUTIES:**

- Investigate student absences and withdrawals and encourage school readmission.
- Contact parents/legal guardian and students to obtain information concerning reasons for pupil absences from school.
- Make home visits to follow up on attendance problems and to observe home situations that may interfere with attendance.
- Participate in Attendance Intervention Meetings (AIM) and Student Retention Meetings (SRM)
- Implement restorative methods in meetings to support students.
- Collaborate with school personnel to coordinate and implement learning support activities for students.
- Collaborate with school personnel to investigate and address student absenteeism and to formulate solutions to improve student retention
- Develop, establish and coordinate community resource contacts. Partner with the Community Liaison on community contacts and resources.
- Provide resources to students to enhance academic achievement.
- Provide weekly progress reports to supervisor regarding student and asset retrieval along with comprehensive report tracking all contact with current or former students.
- Answer inquiries from students, parents/legal guardian regarding attendance records and school re- admittance.
- Document student attendance progress in the student database.
- Secure and track return of schoolbooks.
- Apply and provide information, forms and necessary documents regarding school policy and procedures.
- Partner with local law enforcement for student retention activities and solutions.
- Type and prepare a wide variety of documents including letters and reports.
- Research the enrollment status of students leaving our school for outside schools and update system codes as needed.
- Research, compile and analyze student information to support student retention activities
- Participate in staff meetings and trainings
- Administrative duties, responsibilities, and activities may be assigned or changed from time to time

**KNOWLEDGE, SKILLS, LICENSES, CERTIFICATION, ETC.**

- Ability to work with diverse student populations
- Ability to work cooperatively and collaboratively with various stakeholders (parents/legal guardians, students, school staff, community organizations, law enforcement)
- Understand and carry out oral and written directions
- Strong organizational and planning skills; Ability to meet schedules and timelines
- Ability to handle multiple competing assignments and projects
- Ability to communicate verbally and in writing
- Ability to work independently; self-sufficient
- High customer service presentation

**MINIMUM QUALIFICATIONS:**

- Bachelor's Degree required.
- Minimum of 2-year experience in a public-school environment, community or school relations work experience, including working with courts and law enforcement, or social services background
- Intermediate or Advanced, or Expert skills in MS Office (Word, Excel, PowerPoint, Outlook)

***DIRECTOR, EDUCATIONAL SUPPORT SERVICES*****EMPLOYED BY:** USLC (ESP)**REPORTS TO:** CHIEF ACADEMIC OFFICER OF ESP OR DESIGNEE**POSITION SUMMARY:**

The Director of Educational Support Services performs a variety of specialized tasks pertaining to the development and management of all educational program within the region. These programs include; online learning, academic counseling, new site start-up, CTE, special education, new teacher training, student intervention, instructional coaching, and curriculum and assessment support.

**RESPONSIBILITIES/DUTIES:**

- Provide guidance and direction in the development of new organization learning center sites.
- Interfaces with the Development Team on a regular basis related to educational programs.
- Interfaces regularly with the Area Superintendent and additional Organizational Leadership.
- Serves as liaison to educational partnership agencies.
- Plans, organizes, and directs research in the development of new student support programs such as the Personalized Learning Plans, Student Assessment, and Intervention Programs.
- Supervises, coordinates, and provides direction to the Academic Counseling program and career centers.
- Coordinates the online learning system and supervises the activities of the online team.
- Participates in the developments of the Education Staff Development plan and provides area specific development.
- Provides regular interface with SPED/EL program staff.
- Provides regular interface with the Student Services/Operations team.
- Performs a variety of personnel functions (e.g. interviewing, hiring, training, staffing, scheduling, supervising, etc.) for classified and certificated staff.
- Adherence to California Administrator Services Standards.
- Provides statistical and project/program progress reports.
- Performs other duties as assigned.

**KNOWLEDGE, SKILLS AND ABILITIES:**

- Thorough knowledge of California Teaching Standards.
- Knowledge of education trends, research, and technology to support learning.
- Knowledge of research-based instructional strategies necessary for effective instruction of all student populations, including at-risk students.
- Strong analytical, organizational, presentation, verbal communication, and written communication skills.
- Ability to differentiate instruction to meet diverse student needs.
- Ability to work effectively with students, parents, staff members, and community members.

**MINIMUM QUALIFICATIONS:**

- Valid California Administrative Services Credential preferred
- Valid California Single Subject or Multiple Subject teaching credential
- Master's Degree or advance study in the field of education, including the areas of administration and supervision from an accredited college or university
- At least three years of successful experience in an administrative or supervisory position; charter school experience preferred
- Minimum of 5 years of teaching experience
- Proficient in MS Word, Email

## **SCHOOL COUNSELOR**

**EMPLOYED BY:** USLC (ESP) OR 3<sup>RD</sup> PARTY CONTRACTOR  
**REPORTS TO:** PRINCIPAL OR DESIGNEE

### **POSITION SUMMARY:**

Following the American School Counselor Association (ASCA) National Model multi-tiered multi-domain system of support (MTMDSS), the School Counselor will address the needs of all students by facilitating their academic, personal/social development, and career development as well as helping create a positive and safe learning experience. The School Counselor will assist students as they face issues and resolve problems that prevent their healthy development utilizing trauma-informed practices. School Counseling support is delivered through the following components: Guidance Curriculum, Individual Planning, Responsive Services, Referral, Consultation, and Collaboration.

The School Counselor's primary role is to support students with any barriers hindering their progress as they work towards completing their high school diploma and begin their post-secondary plan. This position will collaborate and consult with teachers and other school personnel in providing them with strategies, support, and resources that will contribute to the student's success.

### **RESPONSIBILITIES/DUTIES:**

#### Personal/Social Development Domain

- Provide school-wide prevention and intervention strategies and counseling services
- Provide counseling and mentoring for students struggling with social and emotional problems utilizing trauma-informed support and services
- Collaborate with School Social Workers and other school personnel
- Provide support and guidance to School Social Worker intern as a preceptor, if applicable
- Work with school personnel and community agencies to provide support services to behaviors that interfere with academic success
- Reinforce executive functioning skills, such as but not limited to communication and social skills, problem solving, anger management, self-regulation, optimism, and resilience
- Enhance understanding and acceptance of diverse cultures and backgrounds
- Provide referrals to community support services
- Cultivate relationships with community and government organizations
- Respond to crises by providing direct services and coordination with appropriate community services

#### Academic Domain

- Advocate for the high academic achievement of all students
- Support student skills, attitudes, and knowledge that contribute to effective learning
- Apply knowledge of various counseling techniques to improve and support student retention
- Assist students in developing strategies to achieve success in school
- Assist students in understanding the relationship of academics to careers, life at home, and in the community
- Design and implement interventions that support student success
- As part of a multidisciplinary team, review eligibility for special education services



### College & Career Domain

- Encourage all students to engage in life-long learning and develop career paths
- Provide the foundation for the acquisition of skills, attitudes, and knowledge that empowers students to make a successful transition from school to career
- Provide a comprehensive plan of career awareness, exploration, and preparation
- Support postsecondary opportunities through presentations and special events (e.g. guest speakers, college fairs, college trips)
- Assist students in navigating the college search and application process
- Facilitate college admission and financial aid workshops for students and parents
- Assist with testing processes and information pertinent to college (e.g. PSAT, SAT, ACT, etc.)
- Develop and maintain relationships with local colleagues and employment programs

### Counseling Program and School-Wide Collaboration

- Adhere to State Standards for the School Counselor Profession, and Ethical Standards for School Counselors
- Provide consultation, training, and staff development to teachers and parents regarding students' needs
- Collaborate with the School Administrators to implement school-wide programs that help maintain positive school climates
- Serve as a liaison to students that are in foster care, experiencing homelessness and justice-involved youth
- Promote school policies and practices that ensure the safety of all students by reducing school violence, bullying, and harassment
- Participate in staff meetings, professional development, graduation, and school activities
- Complete other counseling related tasks and duties as directed by the Principal to support teachers and collaborate with Administrators, Teacher, and other staff to promote student success and retention
- Document information in the student information database; complete school related forms
- Administrative duties, responsibilities, and activities may be assigned or changed from time to time

### **KNOWLEDGE, SKILLS, LICENSES, CERTIFICATION, ETC.**

- Ability to initiate, develop, and coordinate programs and services based on student/site needs
- Ability to work collaboratively with all stakeholders
- Ability to prioritize and manage multiple tasks
- Ability to effectively handle challenging and sensitive situations with students, parents, and staff
- Ability to work with a variety of learning styles and abilities, including those with special needs and low skill level
- Ability to develop varied approaches to a problem and/or situation
- Ability to grasp new concepts; Adapt to and support change
- Strong oral and written communication skills
- Strong professional collaborative skills

**MINIMUM QUALIFICATIONS:**

- Masters Degree in School Counseling or related field required
- Valid Ohio Pupil Services License in School Counseling required
- Experience with individual and group counseling sessions
- Experience working with at-risk student populations
- Experience with prevention, intervention, developmental, and crisis counseling
- College, community, and social/youth agency partnerships
- Use of data to inform decisions and drive continuous improvement
- Experience using student information databases or software applications
- Skilled in MS Office (Word, Excel, PowerPoint, Outlook) or other specific technology

## **SCHOOL SOCIAL WORKER**

**EMPLOYED BY:** USLC (ESP) OR 3<sup>RD</sup> PARTY CONTRACTOR

**REPORTS TO:** PRINCIPAL OR DESIGNEE

### **POSITION SUMMARY:**

Under the supervision of the Principal, the School Social Worker will assist identified high risk/need students by providing strategic services that identify and address the social-emotional-environmental issues that interfere with the educational process.

### **RESPONSIBILITIES/DUTIES:**

- Collaborates with staff in early identification of at-risk students who demonstrate behavioral, social, and/or emotional problems in order to promote student success.
- Identifies and assesses academic barriers through exploration of factors impinging on student adjustment including factors in the home, school, and community.
- Provides staff consultation on behavioral-emotional-environmental issues affecting student participation in the learning process.
- Provides brief solution-focused individual and group counseling services to students.
- Conducts workshops, social skills groups, and classroom presentations on identified areas of concern for the students.
- Collaborates with School Counseling, to meet the needs of identified foster/homeless youth and other at-risk student sub-groups (including parenting, gang affiliated, incarcerated and LGBTQ youth).
- Serves as liaison between community agencies and families to assist in the coordination and delivery of therapeutic support services.
- Serves as a member of the crisis intervention team.
- Provide staff development in the areas of child abuse and neglect, trauma-informed practices, Crisis protocol, coping with grief and loss, and other areas as needed.
- Provide direction and support to social work and/or counseling interns to meet the social/emotional needs of students at the school site.
- Attends meetings and professional development activities as required.

#### *Foster/Homeless Youth emphasis:*

- Facilitate meetings with all foster/homeless youth identified in assigned school site(s).
- Assess student educational needs and make appropriate referrals and intervention recommendations.
- Collaborate with School Counselors, SRS and Community Liaisons to connect and support students to educational and/or vocational programs, including (but not limited to) tutoring, mentoring, job training, college prep/fairs, etc.
- Collaborate with caseworkers/social workers and/or service providers to ensure student success.

#### *Community/Parent Support*

- Assist in development of community awareness and partnerships;
- Assist in development, coordination and implementation of psycho-educational workshops;
- Assist in the development of college/career field trip planning;
- Assist in creation and approval of marketing material

**KNOWLEDGE, SKILLS, ABILITIES:**

- Organizational structure of educational systems
- All applicable laws, regulations and policies related to students
- Principles, practices, trends, goals, and objectives of public education, particularly as they apply to school social work and child welfare and attendance
- Legal mandates, policies, regulations, and guidelines pertaining to student attendance
- Knowledge of current trends and issues in education with a particular focus on at-risk students and dropout prevention
- Strong facilitation, interpersonal, and presentation skills
- Organizational skills and ability to handle multiple tasks
- Ability to establish and maintain cooperative and collaborative working relationship with a variety of professionals and management
- Ability to work in a team environment
- Excellent oral and written communication skills
- Problem solving, collaborative decision-making and conflict resolution skill
- Ability to maintain a high level of confidentiality

**MINIMUM QUALIFICATIONS:**

- Master's degree in social work from an accredited program;
- Valid Michigan Social Worker License
- Completion of an MDE-approved school social worker preparation program;
- 500 clock hours of direct social work practice with children and/or youth, supervised by a Licensed Master Social Worker, which may be earned via a field practicum or internship during the master's degree program, or as a post-master's degree practicum.
- Minimum of two (2) years of school social work experience
- Proficient in MS Office (Word, Excel, Email)
- Proficient in Student Information Database

## **TEACHER**

**EMPLOYED BY:** USLC (ESP) or 3<sup>RD</sup> PARTY CONTRACTOR

**REPORTS TO:** PRINCIPAL OR DESIGNEE

### **POSITION SUMMARY:**

The Teacher will plan, organize and implement an appropriate personalized instructional program in a learning environment that guides, supports, and encourages students to develop and fulfill their academic potential, completion of diploma requirements and post-secondary transition plan. The teacher will collaborate with other instructional staff and school personnel.

### **RESPONSIBILITIES/DUTIES:**

- Develop, review and regularly update personalized academic plans based on students' transcripts, assessment data, career pathway planning (CTE), post-secondary goals, and progress towards those goals
- Create and maintain an effective learning environment by modeling positive and respectful behavior, upholding and supporting high academic expectations, and maintaining positive and professional relationships with colleagues, students and parents
- Assign appropriate courses of study
- Establish and communicate learning objectives and content standards to be assessed
- Plan, prepare for and deliver instructional activities to facilitate learning experiences
- Identify and implement instructional strategies and resources to meet students' varying needs
- Engage students in academic conversations that elicit critical thinking, creativity, collaboration and communication
- Connect instruction to real-world experiences and students' post-secondary goals
- Regularly check for understanding and provide clarifying and/or enrichment information
- Carefully observe, review and evaluate student homework and test results to assess and monitor progress
- Provide students with meaningful feedback to enhance learning and improve achievement
- Instruct and monitor student progress in the use of online learning materials and technology
- Provide appropriate accommodations, modifications and interventions for English Learners, students with 504 Plans, and Special Education students
- Model and guide students to develop strategies that foster independent learning skills such as, goal-setting, time management, and accessing/utilizing resources
- Administer state standardized and school diagnostic assessments according to guidelines
- Regularly communicate necessary information to students, colleagues, and parents regarding student progress and student needs
- Refer students to support structures and social services as appropriate
- Prepare for and participate in school events: parent teacher conferences, open house, graduations.
- Maintain student folders and records in accordance with school policies and state guidelines
- Collaborate with colleagues to improve teaching practices through professional learning communities, student study teams, department meetings, and student retention meetings
- Participate in professional development opportunities as directed by leadership

**KNOWLEDGE, SKILLS AND ABILITIES:**

- Thorough knowledge of State Professional Teaching Standards
- Knowledge of educational trends, research, and technology to support learning
- Knowledge of research-based instructional strategies necessary for effective instruction of all student populations, including students at-risk of academic failure
- Ability to differentiate instruction to meet diverse student learning needs
- Ability to work effectively with students, parents, staff members, and community representatives in providing a rigorous educational program
- Ability to work effectively with all racial, ethnic, linguistic, disability, and socioeconomic groups
- Ability to communicate effectively including giving clear and concise instructions, using academic language, and appropriate level of delivery, and listening without bias and providing appropriate feedback/reinforcement
- Ability to compose and comprehend written communication
- Ability to make independent judgements
- Ability to meet deadlines and maintain accurate records
- Commitment to the education of all students
- Planning and organizational skills

**MINIMUM QUALIFICATIONS:**

- Valid Michigan Teaching Certificate with appropriate endorsement(s) for all subject area(s) being taught
- Bachelor's degree with major or minor in designated subject
- Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule

## ***SPECIAL EDUCATION TEACHER***

**EMPLOYED BY:** USLC (ESP) OR 3<sup>RD</sup> PARTY CONTRACTOR

**REPORTS TO:** PRINCIPAL OR DESIGNEE

### **POSITION SUMMARY:**

Teach in a personalized instructional environment, work with students and/or parents to determine and evaluate the student's academic plan, manage and provide services according to the student's Individual Education Plan (IEP).

### **RESPONSIBILITIES/DUTIES:**

- Plan, organize and implement daily lessons in accordance with the approved curriculum
- Conduct pre and post-testing using standardized tests for each student
- As a part of a team, write and implement goals as outlined in each student's IEP
- Responsible to manage a student's behavior
- Demonstrate competency in all subject areas
- Participate in the identification of students with possible disabilities post intervention phase
- Provide direct student instruction
- Provide academic assessments
- Schedule and chair IEP meetings including 30-day review IEP meetings for all students
- Meet special education timeline requirements as specified by education code
- Collaborate with general education teachers
- Work with Special Education Program Specialists and school support staff to support student instruction
- Participate in authorized school district trainings, school events, and meetings
- Maintain documentation of communications with students, families, and other services providers.
- Maintain documentation of daily activities.
- Complete reports and forms as required
- Travel to other school sites to render Special Education teaching services
- Perform other duties and responsibilities as assigned.

### **SPECIFIC KNOWLEDGE, SKILLS, LICENSES, CERTIFICATIONS, ETC:**

- Knowledge of Special Education Program guidelines
- Excellent reading and writing Skills
- Organizational skills
- Ability to meet required Program deadlines
- Ability to work with a diverse student population
- Ability to work in a team environment

### **MINIMUM QUALIFICATIONS:**

- Bachelor Degree
- Valid Michigan Teaching Certificate with an endorsement in Special Education
- English Language and Autism Authorizations
- Prior experience working with exceptional learners strongly recommended
- Eligibility to obtain a teaching permit or teaching internship
- Proficient in Microsoft Office, Excel, Word, in addition to a variety of educational software programs
- General Office skills

## ***STUDENT RELATIONS SITE UTILITY***

**EMPLOYED BY:** USLC (ESP)

**REPORTS TO:** PRINCIPAL OR DESIGNEE

### **POSITION SUMMARY:**

The Student Relations Site Utility performs a variety of complex and specialized activities related to student records, the Compliance Program, and all compliance issues related to student attendance. The Position serves as a point of contact for students, parents, and Teachers in appropriate areas of student information, progress, or concerns.

### **RESPONSIBILITIES/DUTIES:**

#### *Student Services & Compliance Program*

- Maintain daily student data records.
- Check Master Agreement for dates, signatures, etc. in accordance with compliance program processes.
- Review student folders and record deficiencies found; send data to manager for information compiling.
- Review and confirm student attendance tracking.
- Assist teachers on tasks that will ensure compliance program requirements.
- Sends drop/pre-drop letters to students.
- Adhere to School Compliance Program deadlines.
- Participate in student/school events (i.e. graduation, open house).
- Participate in staff meetings and trainings.
- Assist with Registrar duties, as location requires.
- Utilize organizational systems for records and processing
- Administrative duties, responsibilities, and activities may be assigned or changed from time to time

#### *Front Office/Student Enrollment*

- Answer and handle all incoming telephone calls.
- Assist with conducting student orientations.
- Ensure student's required enrollment documents are complete and enter in the student information database.
- Comply with expulsion, English Language Learner (ELL), special education, re-enrollment and reinstatement enrollment protocols.
- File documents in student folders.
- Send drop/pre-drop, and certified letters to the parents/students.
- Keep abreast of current school programs and student initiatives.

### **KNOWLEDGE, SKILLS & ABILITIES:**

- Ability to work independently with minimal direction
- Effective communication, reading and writing skills
- Ability to process a high volume of documentation and data entry with high accuracy
- Excellent planning and organizational skills
- Able to meet frequent deadline pressures
- Ability to use computer technology proficiently
- Self-sufficient and focused on excellent customer service



**MINIMUM QUALIFICATIONS:**

- Completion of High School Diploma or General Education Diploma
- 2 years office experience
- Experience in a public-school environment highly desired
- Experience using student information systems
- Skilled in MS Office (Word, Excel, PowerPoint, Outlook)

## **SECURITY STAFF**

**EMPLOYED BY:** 3<sup>RD</sup> PARTY CONTRACTOR

**REPORTS TO:** PRINCIPAL

### **POSITION SUMMARY**

A Security Coordinator will present themselves at all times as a professional, upholding the mission, goals and objectives of the organization. He/she will remain current on best skills related to assisting Academy administrators and staff. The Security Staff will be hired by the Educational Service Provider ("ESP\*") or a 3 Party Contractor, will be assigned to specific areas and duties as needed, by the Academy Director.

### **RESPONSIBILITIES/DUTIES:**

- Provide day-to-day security assistance to Academy administrators, staff, students, and guests.
- Check students and guests into the facility through established procedures.
- Handle recording of information related to safety checks and incidents.
- Assist with maintaining a safe, orderly, and clean environment.
- Be knowledgeable about safety rules and assist with planned and unplanned safety drills.
- Copy, print, collate and otherwise help coordinate all tasks related to maintaining a clean and safe school environment.
- Help monitor levels of supplies on hand for facility maintenance and upkeep.
- Assist with the filing, retention, and distribution of pertinent documents, including cooperating with other agencies and districts, as needed, in student records and similar information.
- Help keep classrooms and other school spaces organized, clean, and clutter-free.
- Other duties as may be assigned...

### **QUALIFICATIONS:**

- High School Diploma, preferably post-secondary training in security skills.
- Proficient in organizational and communication skills.
- Desire and willingness to be cooperative in working with Academy team members.
- Ability to develop and maintain constructive group relationships.
- Will successfully pass a criminal background check.

## **MANAGEMENT SERVICES AGREEMENT**

This Management Services Agreement (the "Agreement") is made and entered into as of the 1st day of July, 2020, by and between **edtec central, LLC**, a Michigan limited liability company ("edtec") and the **Life Skills Center of Pontiac** (the "Academy"), a body corporate and public school academy organized under the Revised School Code (the "Code").

**WHEREAS**, The Academy is a public school academy located at 142 Auburn Avenue, Pontiac, Michigan, 48342-3008 and authorized pursuant to a contract (the "Contract") issued by Bay Mills Community College Board of Regents ("BMCC"); and

**WHEREAS**, The Academy operates under the direction of an Academy Board of Directors (the "Board"); and

**WHEREAS**, edtec is a Michigan limited liability company providing educational and managerial services to public school academies that has the ability to implement a comprehensive educational program and management methodologies for the Academy; and

**WHEREAS**, The Academy desires to engage edtec to perform certain services related to the Academy's educational program.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

### **ARTICLE I**

#### **CONTRACTUAL RELATIONSHIP**

A. **Authority.** The Academy has been granted the Contract by BMCC to organize and operate a public school academy, together with the powers necessary or desirable for carrying out the educational program set forth in the Contract. The Academy is authorized by law to contract with a private entity to provide educational management services, provided that no provision of such a contract shall be effective if it would prohibit the Board from acting as an independent, self-governing public body, allow public decisions to be made other than in compliance with the Open Meetings Act, or interfere with the Board's constitutional duty to exercise its statutory, contractual and fiduciary obligations governing the operation of the Academy.

B. **Contract.** Acting under and in the exercise of such authority, the Academy hereby contracts with edtec, for specified functions relating to the provision of educational services and the management and operation of the Academy.

C. **Status of the Parties.** edtec is a Michigan limited liability company, and is not a division or a part of the Academy. The Academy is a body corporate and governmental entity authorized by the Code, and is not a division or part of edtec. The relationship between edtec

and the Academy is based solely on the terms of this Agreement. The parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor, and that except as expressly set forth in this Agreement, no employee of edtec shall be deemed to be an agent or employee of the Academy. edtec will be solely responsible for its acts and the acts of its agents, employees and subcontractors.

D. **Designation of Agents.** The Board designates the employees of edtec as agents of the Academy having a legitimate educational interest such that they are authorized access to educational records under 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act ("FERPA"). Except as set forth in this Paragraph or as expressly acknowledged in writing by the Board, no employee of edtec shall otherwise be deemed to be an agent of the Academy.

## ARTICLE II

### TERM

This Agreement shall become effective July 1, 2020 and shall extend for a period of four (4) years, through June 30, 2024. This contract may be renewed and extended if agreed to in writing, by both parties. This contract is also subject to a continued Contract from BMCC and continued state per capita funding.

## ARTICLE III

### FUNCTIONS OF EDTEC

A. **Responsibility.** Under the direction of the Board, edtec shall be responsible for all of the management, operation, administration, and education at the Academy. Such functions include:

1. Implementation and administration of the educational program set forth in the Contract;
2. Budget preparation and financial management services, as defined in this Agreement;
3. Financial services including accounting, bookkeeping services; accounts payable and accounts receivable;
4. As authorized pursuant to the Budget approved by the Board, acquisition of instructional and non-instructional material, equipment and supplies and the maintenance of an inventory system of all equipment;
5. Selection, employment and supervision of all teachers and staff and the personnel management services (recordkeeping, wage and benefits administration, training and technical assistance) necessary to support those employees;

6. Supervision of the school support services programs including food service and facilities maintenance;
7. Preparation of required BMCC, local, state and federal reports with prior review by the Board;
8. Preparation of applications for standard categorical grants and special education programs;
9. Subject to Article V. B. 4., in cooperation with legal counsel if needed, applying for funding sources for special programs and facility improvements as requested by the Board;
10. Operation of the school building and the supervision of the installation of technology integral to school design;
11. Administration of extra-curricular and co-curricular activities and programs;
12. Preparation of processes and procedures governing operations of the Academy as approved by the Board;
13. Provide special education services to students who attend the Academy in conformity with the requirements of applicable law, regulations and Board policies;
14. Participation in strategic planning with the Board for the continuing educational and financial benefit of the Academy;
15. Implementation of a public relations strategy for the development of a beneficial and harmonious relationships with other organizations and the community;
16. Implementation and enforcement of student codes of conduct approved by the Board; and
17. Any other function necessary or expedient for the administration of the Academy, mutually agreed to by both parties and with prior approval from the Board.

**B. Educational Goals and Program.** edtec shall implement the educational goals and programs set forth in the Contract, including but not limited to methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade classifications or pupils to be enrolled, and methods to be used to monitor performance towards targeted educational outcomes (the "Educational Program"). In the event that edtec determines that it is

advisable to modify the educational goals and program set forth in the Contract, edtec will provide written notification to the Board specifying the changes it recommends and the reasons for the proposed changes.

C. **Subcontracts.** It is anticipated that edtec will utilize subcontracts to provide some of the services it is required to provide to the Academy. edtec shall not subcontract the management, oversight or operation of the teaching and instructional program without the prior approval of the Board. In the event that such services are subcontracted by edtec, edtec shall provide BMCC with sufficient documentation as required by BMCC. Board approval of other subcontracts is not required.

D. **Place of Performance.** Instruction services other than field trips will normally be performed at the Academy facilities. edtec may perform functions other than instruction, such as purchasing, professional development, and administrative functions at off-site locations, unless prohibited by the Contract or applicable law. The Academy shall provide edtec with the necessary office space at the Academy site to perform all services described in this Agreement.

E. **Acquisitions.** All acquisitions made by edtec for the Academy 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. edtec and its subcontractors will comply with the Academy's Purchasing Policy, as may be amended from time to time by the Board, as well as Section 1274 of the Code as if the Academy were making these purchases directly from a third party supplier and edtec will not include any fees or charges to the cost of the equipment, materials and supplies purchased from third parties when it seeks reimbursement for the cost of these acquisitions.

F. **Pupil Performance Standards and Evaluation.** edtec is responsible for and accountable to the Board for the performance of students who attend the Academy. edtec shall implement pupil performance evaluations which permit evaluation of the educational progress of each Academy student, using measures of student and school performance required by the Contract and the State of Michigan and such additional measures as shall be mutually agreed between the Board and edtec and consistent with the Contract.

G. **Student Recruitment.** edtec shall be responsible for the recruitment of students subject to the provisions of the Contract and the policies adopted by the Board. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law. edtec shall follow all applicable Board procedures regarding student recruitment, enrollment and lottery management, and shall be responsible for publication of appropriate public notices and scheduling of open houses.

H. **Student Due Process Hearings.** edtec shall provide students with procedural and substantive due process in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality and access to records, to an extent consistent with

the Academy's own obligations. The Board hereby retains the right to provide due process as required by law.

I. **Legal Requirements.** edtec shall provide educational programs that meet the requirements imposed under the Code and the Contract, unless such requirements are or have been waived.

J. **Board Policy.** The Board shall adopt Board Policies applicable to the Academy. edtec is directed to comply with Board Policies and implement Administrative Guidelines as needed in edtec's discretion to enforce Board Policies. If requested by the Board, edtec shall assist the Board in its policy making function by recommending the adoption of reasonable Board Policies applicable to the Academy.

K. **School Year and School Day.** The school year and the school day shall be as provided in the Contract and as defined annually by the Board. The Board shall require and edtec shall operate a school year that conforms to the length and number of hours required by law. edtec may operate a long school year and/or school day as mutually agreed to by both parties.

L. **Authority.** edtec shall have authority and power necessary to undertake its responsibilities described in this Agreement except in the case(s) wherein such power may not be delegated by law.

M. **Contract with BMCC.** edtec will not act in a manner that will cause the Academy to be in breach of its Contract with BMCC.

N. **Additional Programs.** The services provided by edtec to the Academy under this Agreement consist of the Educational Program as set forth in the Contract, as the same may change from time to time. The Board may decide to provide additional programs, including but not limited to summer school. If the Board determines to alter how the summer school program is operated as of July 1, 2016, if the grant funding for Summer School programs is no longer available, the Parties shall negotiate the cost for such program in a separate agreement between the Parties. The Academy may also purchase additional services from edtec at mutually agreeable cost pursuant to a separate agreement between the parties.

O. **Annual Budget Preparation.** edtec will provide the Board with a proposed annual budget that shall conform to the State accounting manual and the Uniform Budgeting and Accounting Act, MCL 141.421 et seq. and in a form satisfactory to the Board and to BMCC. The budget shall contain object level detail and comply with public accounting standards. The budget shall include anticipated revenues and projected expenses and costs reasonably associated with operating the Academy and the Educational program including, but not limited to, the projected cost of all services and educational programs provided to the Academy, rent and lease payments, debt service, maintenance and repairs to Academy facilities, supplies and furnishings necessary to operate the Academy, taxes, insurance premiums, utilities, professional fees, and other costs and expenses connected to the operation of the Academy. The proposed budget shall be

submitted to the Board for approval not later than 30 days prior to the date when the approved budget is required to be submitted to BMCC. edtec may not make deviations from the approved budget between major function areas without the prior approval of the Board.

P. Non-Compete Agreement. edtec 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.

## ARTICLE IV

### OBLIGATIONS OF THE BOARD

A. **Governance.** The Board shall be responsible for the governance and oversight of the Academy.

B. **Good Faith Obligation.** The Board shall exercise good faith in considering the recommendations of edtec relative to the Educational Program and other issues, including but not limited to policies, rules, regulations, procedures, curriculum, budgets and student discipline, subject to the constraints of law and requirements of the Contract.

C. **Board Policy Authority.** The Board is responsible for determining the fiscal and academic policies that will govern the operation of the Academy, including but not limited to policies relative to the conduct of students while in attendance at the Academy or enroute to and from the Academy and regulations governing the procurement of supplies, materials and equipment.

D. **Building Facility.** The Board is responsible for the acquisition by either purchase or lease of a building facility that complies with all of the requirements of the Contract and applicable law.

E. **Academy Employees.** The Board may employ such employees as it deems necessary. The cost to employ Academy employees shall be paid by the Board.

F. **Educational Consultants.** The Board may retain an educational consultant or consultants to review the operations of the Academy and the performance of edtec under this Agreement. edtec shall cooperate with the educational consultant or consultants and will provide those individuals with prompt access to records, facilities and information as if such requests came from the full Board. edtec shall have no authority to select, evaluate, assign, supervise or control any educational consultant employed by the Board. The cost to employ an educational consultant shall be paid by the Board.

G. **Legal Counsel.** The Board shall select and retain legal counsel to advise it regarding its rights and responsibilities under the Contract, this Agreement and applicable law. Such legal counsel shall advise on the negotiation of this Agreement and shall not represent edtec or an edtec owner, director, officer or employee.



H. **Audit.** The Board shall select and retain the independent auditor to perform the annual financial audit in accordance with the Contract and applicable state law.

I. **Budget.** The Board is responsible for adopting a budget in accordance with the provisions of the Uniform Budgeting and Accounting Act, MCL 141.421 et seq; that has adequate resources to fulfill its obligations under the Contract, including but not limited to its oversight of edtec, the organization of the Academy, negotiation of the Contract and any amendments, payment of employee costs, insurance required under the Contract and this Agreement, the annual financial audit and retention of the Board's legal counsel and consultants. In addition, the Board is responsible for determining the budget reserve amount included as part of the Academy's annual budget, for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount and for approving necessary amendments to the budget to reflect necessary deviations from the adopted budget. The budget may be amended from time to time as deemed necessary by the Board.

J. **Academy Funds.** The Board shall determine the depository institution of all funds received by the Academy. All funds received by the Academy shall be deposited in the Academy's depository account. Signatories on the depository account shall be Board members properly designated annually by Board resolution. All interest or investment earnings on Academy deposits shall accrue to the Academy. The Board shall provide Academy funding on a consistent and timely basis to edtec to fulfill its obligations under this Agreement.

K. **Governmental Immunity.** The Board shall determine when to assert, waive or not waive its governmental immunity.

L. **Contract with BMCC.** The Board will not act in a manner which will cause the Academy to be in breach of its Contract with BMCC.

M. **Evaluation of edtec.** edtec is accountable to the Board for the performance of students in attendance at the Academy and the operation of the Academy in accordance with the Agreement and the Contract. The Board will regularly, and not less than annually by June 30 of each year, evaluate the performance of edtec to provide edtec with an understanding of the Board's view of its performance under this Agreement. The Board, in consultation with edtec, will determine the format to conduct this evaluation. To assist in the evaluation process, the Board may, in writing, request edtec to reasonably provide written reports to the Board on any topic of Academy activity or operations and which are consistent with this Agreement. edtec shall have thirty (30) days to prepare and provide any single report requested by the Board; provided that edtec shall, upon verbal or email notice to the Board, have the option of extending such time to thirty (30) business days if the report requires more time to prepare. All evaluations conducted by the Board or a representative of the Board will be provided to edtec in writing, no later than thirty (30) days following the conclusion of the evaluation. edtec will be provided thirty (30) days to response to the evaluation in writing, if it wishes to do so.

## ARTICLE V

### FINANCIAL ARRANGEMENT

A. **School Source of Funding.** As a Michigan public school academy, the source of funding for the Academy is state aid payments based upon the number of students enrolled in the Academy combined with such other payments as may be available from state and federal sources for specific programs and services.

B. **Other Revenue Sources.** In order to supplement and enhance the state school aid payments and improve the quality of education at the Academy, the Board and edtec, with prior Board approval, shall endeavor to obtain revenue from other sources. In this regard:

1. The Academy and/or edtec shall solicit and receive donations consistent with the mission of the Academy.
2. The Academy and/or edtec may apply for and receive grant money, in the name of the Academy. edtec shall provide advance notification to the Board of any grant applications it intends to make.
3. To the extent permitted under the Code, edtec may charge fees to students for extra services such as summer programs, after school programs and athletics and charge non-Academy students who participate in such programs.
4. At the expense of and approval of the Board, edtec may retain an outside grant writer to assist in preparing any competitive grant requested by the Board and is not obligated to complete and submit any application for additional grant funds simply based on a request.

All funds received by edtec on behalf of the Academy, or by the Academy itself from such other revenue sources shall inure to and be deemed the property of the Academy, except as otherwise agreed by the parties in writing.

C. **Compensation for Services.** The Academy shall pay edtec an annual fee for each school year during the term of this Agreement. The base amount of this annual fee shall be twelve percent (12%) of the sum of (a) all funds the Academy receives directly or indirectly under Paragraph A attributable to the school year of the Academy during which edtec provides services under this Agreement less amounts retained by BMCC and (b) all funds that the Academy receives directly or indirectly under Paragraph B (except for donations that are made to Academy). The amount of the annual fee is subject to reduction in a mutually agreeable amount in any school year if extenuating circumstances make payment of the entire annual fee inappropriate.

edtec's fee shall be paid in twelve equal installments on the last day of the month during each school year of the Academy during which edtec provides services under this Agreement. edtec will cooperate with the Academy to modify the exact date of any monthly installment payment to coordinate with the timing of the funds received by the Academy, provided, however that all payments attributable to services provided by edtec in any school year of the Academy

shall be made by June 30 of that school year if edtec will not be providing services under this Agreement or a modification of this Agreement in the subsequent school year.

D. **Reasonable Compensation.** edtec's compensation under this Agreement is reasonable compensation for services rendered. edtec's compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the Academy.

E. **Payment of Educational Program Costs.** In addition to the Academy's obligation to reimburse edtec for the compensation of certain edtec employees under Article VI, all costs reasonably incurred in providing the Educational Program at the Academy shall be paid by the Academy in accordance with Article III (O) above. Such costs shall include, but shall not be limited to, curriculum materials, professional learning and development required by the state or other governmental entities, textbooks, library books, computers and other equipment, software, supplies utilized at the Academy for educational purposes, services provided pursuant to subcontract, building payments, maintenance, utilities, capital improvements, and marketing and development costs. 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 edtec or other public school academies. The Board shall pay or reimburse edtec monthly for approved fees and expenses upon properly presented documentation and approval by the Board. At its option, the Board may advance funds to edtec for the fees and expenses associated with the Academy's operation provided that documentation for the fees and expenses are provided within sixty (60) days of when the expense is incurred. In paying costs on behalf of the Academy, edtec shall not charge an added fee unless such fee is approved in advance by the Academy Board. Any costs reimbursed to edtec that are determined by the independent audit not to be reasonably incurred on behalf of the Educational Program of the Academy shall be promptly returned to the Academy by edtec.

F. **edtec Costs.** The annual management fee set forth in Article V, Section C is intended to compensate edtec for all expenses it incurs for the administrative, financial, and management services edtec is required to provide under this Agreement, including but not limited to expenses associated with budgeting, accounting, board support, employee recruitment, hiring and training, and compliance. edtec will provide sufficient professional and non-professional staff in these areas and is responsible for their compensation. The costs to be paid by edtec under this Paragraph do not include payments for edtec personnel provided pursuant to Article VI (B), (C), and (D) that are to be reimbursed by the Academy under Article VI (A) or educational program costs under Article V (E).

G. **Other Charter Schools.** The Academy acknowledges that edtec has entered, or will enter into management agreements with other charter schools, including public school academies and strict discipline academies. edtec shall separately account for reimbursable expenses incurred on behalf of the Academy and other charter schools, and only charge the Academy for expenses incurred on behalf of the Academy.

H. **Financial Reporting.** On not less than a monthly basis, edtec shall provide the Board with a monthly cash flow analysis, , the monthly check register report, a report detailing the status of the budget to actual revenues including a detailed schedule of expenditures at the object level for review by the Board. The Board must be presented a balance sheet and a statement of revenues, expenditures, and changes in fund balance at each regularly scheduled meeting. These reports shall also include as applicable, an explanation of any variances from the approved budget and shall contain recommendations for necessary budget corrections and shall be prepared at least seven days in advance of the Board meeting to be available to Board members, and its designees, in preparation for Board meetings. edtec shall provide special reports as necessary to keep the Board informed of changing conditions. edtec shall have thirty (30) days to provide any special reports requested by the Board; provided that edtec shall, upon verbal or email notice to the Board, have the option of extending such time to thirty (30) business days if the report requires more time to prepare.

I. **Operational Reporting.** In order to enable the Board to monitor edtec's educational performance and the efficiency of its operation of the Academy, upon the request of the Board, edtec will provide written reports to the Board on any topic of Academy activity or operations and which are consistent with this Agreement. These special reports will be provided in a timely fashion, but not less than thirty (30) days after the request for the report is received by edtec; ; provided that edtec shall, upon verbal or email notice to the Board, have the option of extending such time to thirty (30) business days if the report requires more time to prepare..

J. **Audit Report Information.** edtec will make all of its financial and other records related to the Academy available to the independent auditor selected by the Board.

K. **Other Financial Relationships.** Any lease, promissory notes or other negotiable instruments, lease-purchase agreements or other financing agreements between the Academy and edtec shall be contained in a document separate from this Agreement and separately approved by BMCC. All such agreements shall comply with the Charter Contract, as well as any applicable College Board and CSO policies. edtec does not enter this Agreement with an interest in entering into promissory notes or other financing agreements and is not expected by the Academy to serve as guarantor for promissory notes or other financing agreements through other lenders.

L. **Access to Records.** edtec shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in the possession of edtec, and retain all of these records in accordance with applicable state and federal law. Financial, educational, operational and student records that are now or may in the future come into the possession of edtec remain Academy records and are required to be returned by edtec to the Academy upon demand, provided that edtec may retain copies of records necessary to document the services provided to the Academy and its actions under the Agreement. edtec and the Academy shall maintain the proper confidentiality of personnel, student and other records as required by law. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. The financial, educational, operational and student

records pertaining to the Academy are public documents subject to disclosure in accordance with the provisions of applicable law. This Agreement shall not be construed to restrict the College Board's, BMCC's or the public's access to these records under that Act or the Contract.

## ARTICLE VI

### PERSONNEL AND TRAINING

A. **Personnel Responsibility.** edtec is responsible for providing the Academy with a School Principal and qualified teaching, instructional support, pupil support, food service, secretarial, security and other staff to operate the Academy within the staffing levels approved by the Board in its annual budget. edtec shall have the authority to select, evaluate, assign, discipline, transfer and terminate the employment of all individuals working at or for the Academy with the exception of the Board employees, if any, consistent with applicable law and the provisions of this Agreement. With the exception of Board employees, if any, edtec shall be the employer of all individuals working at or for the Academy and will be responsible for the payment of all costs attributable to these employees, including wages, salaries, fringe benefits, unemployment costs, workers compensation costs, and liability insurance costs. Unless required by applicable statute, court or administrative decision, or Attorney General's opinion, edtec shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees. edtec will provide the Board with a detailed listing of the anticipated compensation and fringe benefit costs for all employees of edtec who will be assigned to provide services at the Academy. The Board will reimburse edtec for the cost of the salaries, fringe benefits, and social security withholdings of employees assigned to the Academy, provided that these costs are not higher than anticipated and approved in the annual budget. At its option, the Board may advance funds to edtec for the cost of the salaries, fringe benefits and social security of employees assigned to the Academy provided that documentation for the fees and expenses are provided by edtec for Board review and are consistent with budget allocations. At the request of the Board, edtec will provide payroll services for employees of the Board.

B. **Criminal Background Checks.** edtec 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. edtec shall require that the results of the criminal background checks are received, reviewed, and used (subject to a verification process) by the School Principal acting on behalf of the Academy as a local area security officer ("LASO") and/or the Board, only as permitted by law to confirm that the individual does not have a criminal history in violation of the Code. The LASO shall provide a letter with a determination for assignment indicating if the individual is in compliance with the requirements of the Code or not. edtec shall not assign to the Academy any individual for whom edtec has received a determination of non-assignment (a "red light letter"). Evidence of such background checks and unprofessional conduct checks required by law shall be stored on site, in a secure location and in physical form, at the Academy or be directly accessible at the Academy facility.

C. **School Principal.** edtec will have the authority, consistent with applicable law, to select and supervise the School Principal (“Principal”) and to hold that individual accountable for the success of the Academy. At the request of the Board, edtec will review the performance of the Principal with the Board. The Principal will be an edtec employee, but edtec agrees to inform the Board in advance prior to taking any action that would alter the employment status of the Principal. Prior to the placement of a new Principal at the Academy, the Board shall have an opportunity to meet with the candidate or review the candidate’s qualifications and to provide feedback to edtec. However, edtec shall have the ultimate authority to place the Principal at the Academy. A Principal placed at the Academy prior to such consultation with the Board shall be on an interim basis until after the consultation has been made. Upon receipt of written notification indicating that the Board is not satisfied with the performance of the Principal, edtec will provide a replacement Principal if the performance problems are not resolved. The employment agreement with the Principal, and the duties and compensation of the Principal shall be determined by edtec, but that individual must be assigned on a full time basis to the Academy and may not be providing services to any other school or Academy without the prior approval of the Board. If edtec chooses to execute an employment agreement with the Principal that has a term longer than one year, the Board reserves the right to have the Principal placed elsewhere by edtec if the Board is dissatisfied with that individual’s performance at the end of any school year.

D. **Teachers.** As part of the budgeting process, edtec shall make a recommendation to the Board regarding the number of teachers, and the applicable grade levels and subjects, required for the operation of the Academy pursuant to the Contract. edtec shall provide the Academy with such teachers, qualified in the grade levels and subjects required, as are required by the Academy. The Board, however, may request additional teachers. The applicable grade levels and subjects taught at the academy as prescribed in the Contract are ultimately decided by the Board, in compliance with its Charter Contract. Such teachers may, at the discretion of edtec, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such teachers may also work at other schools operated by edtec. Each teacher assigned to or retained by the Academy shall be a highly qualified teacher with a valid teaching certificate, or temporary special permit issued by the state board of education under the Code, to the extent required under the Code, to the extent required under the Code and all other requirements as established by the Michigan Department of Education, the Authorizer, and state and federal law.. If edtec chooses to execute employment agreements with teaching staff that have a term of longer than one year, the Board reserves the right to have teachers placed elsewhere by edtec if the Board is dissatisfied with their performance at the end of any school year. Teachers employed by edtec shall not be considered teachers for purposes of continuing tenure under MCLA Section 38.71 et. seq.

E. **Support Staff.** As part of the annual budgeting process, edtec shall make a recommendation to the Board regarding the number of support staff required for the operation of the Academy pursuant to the Contract. However, the Board, may request additional support staff at the Academy. edtec shall provide the Academy with such support staff, qualified in the areas required, as are required by the Academy. Such support staff may, in the discretion of edtec, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such

support staff may also work at other schools operated by the edtec. Each support staff employee assigned to or retained by the Academy shall have received the training and hold the certificates, degrees or licenses legally required for the position to which they are assigned under the Code, to the extent required under the Code, as well as all other requirements as established by the Michigan Department of Education, the Authorizer, and state and federal law. If edtec chooses to execute contracts with support staff that have a term of longer than one year, the Board reserves the right to have support staff placed elsewhere by edtec if the Board is dissatisfied with their performance at the end of any school year.

F. **Training.** edtec shall provide training to the School Administrator, teachers and paraprofessionals on a regular and continuing basis and shall insure that they receive all training required by law. The School Administrator, teachers, paraprofessionals and other support staff employees shall receive such other training as edtec determines as reasonable and necessary under the circumstances.

## ARTICLE VII

### TERMINATION OF AGREEMENT

A. **Termination by the Academy for Cause.** This Agreement may be terminated by the Academy for cause prior to the end of the term specified in Article II in the event that edtec should fail to remedy a material breach within a period reasonable under the circumstances, which shall not be longer than sixty (60) days after notice from the Academy. Material breach may include, but is not limited to, a failure to carry out its responsibilities under this Agreement such as a failure to make required reports to the Board, failure to account for its expenditures or to pay operating costs (provided funds are available to do so); a violation of the Contract or of applicable law. In order to terminate this Agreement for cause, the Board is required to provide edtec with written notification of the facts it considers to constitute material breach and the period of time within which edtec has to remedy this breach. After the period to remedy the material breach has expired, the Board may terminate this Agreement by providing edtec with written notification of termination.

B. **Termination by edtec for Cause.** This Agreement may be terminated by edtec for cause prior to the end of the term specified in Article II in the event the Academy fails to remedy a material breach within a period reasonable under the circumstances, which shall not be longer than sixty (60) days after notice from edtec. Material breach may include, but is not limited to, a failure to carry out its responsibilities under this Agreement such as a failure to make payments to edtec as required by this Agreement or a failure to give consideration to the recommendations of edtec regarding the operation of the Academy; a violation of the Contract or of applicable law. In order to terminate this Agreement for cause, edtec is required to provide the Board with written notification of the facts it considers to constitute material breach and the period of time within which the Academy has to remedy this breach. After the period to remedy the material breach

has expired, edtec may terminate this Agreement by providing the Board with written notification of termination.

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

D. **Termination by Either Party Without Cause.** If edtec and the Board are unable to agree on educational programs, curriculum or other educational policies that affect the Academy in a significant way, either party may elect to terminate the Agreement at the end of a school year, provided that the terminating party gives the other party written notification of termination at least ninety (90) calendar days prior to the termination date and provides the other party with an opportunity within that period to negotiate an agreement on the educational policies at issue.

E. **Change in Law.** If any federal, state or local law or regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiation of the Agreement; and if the parties are unable or unwilling to renegotiate the terms within 90 days after the notice, the party requiring the renegotiation may terminate this Agreement on 120 days further written notice.

F. **Effective Date of Termination.** In the event this Agreement is terminated by either party prior to the end of the term specified in Article II, absent unusual and compelling circumstances, the termination will not become effective until the end of that school year.

G. **Rights to Property Upon Termination.** Upon termination of this Agreement all equipment, whether purchased by the Academy or by edtec with state school aid funds or other funds secured by the Academy, shall remain the exclusive property of the Academy. edtec shall have the right to reclaim any usable property or equipment (e.g., including, but not limited to, desks, computers, copying machines, fax machines, telephones) that were purchased by edtec with edtec funds. Fixtures and building alterations shall become the property of the Academy.

H. **Transition.** In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, edtec shall provide the Academy "reasonable assistance" for up to ninety (90) days after the effective date of the termination, and at an hourly rate of \$80 an hour, to allow a transition back to a regular school program or to another education service provider. For the purposes of this section, the term "reasonable assistance" shall mean that edtec shall reasonably assist the Academy to:

- a. Close the books on the final year of operations as of June 30 and prepare financial records necessary for the audit of the final year of the Agreement in audit-ready



form, and hand said records off to the Board or successor management company. In the event that the school calendar runs past June 30 in the year in which the contract terminates, edtec shall have the business and financial records through the end of the school calendar year complete and ready to hand off to the Board or successor management company in a timely manner;

- b. Complete student records for the final year of the Agreement and hand them off to the Board or successor management company in a timely manner;
- c. Complete and organize all Academy documents, including, without limitation, Board minutes, third party contracts, correspondence relating to Academy business, notices, and so forth, by facilitating the depositing of the same in the Academy's designated central depository location in a timely manner; and
- d. Complete all reporting and compliance requirements attributable to the final year of operation in a timely manner.

The parties may agree upon other transition services to be provided by edtec, at a mutually agreed upon fee and documented in a separate contract for services.

## ARTICLE VIII

### PROPRIETARY INFORMATION

A. **Proprietary Information.** The Academy shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed by edtec, its employees, agents or subcontractors, or by any individual working for or supervised by edtec, which were developed during working hours or during time for which the individual is being paid by edtec which (i) were directly developed and paid for by the Academy; or (ii) were developed by edtec at the direction of the Board with Academy funds dedicated for the specific purpose of developing such curriculum or materials.

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

## ARTICLE IX

### INDEMNIFICATION

A. **Indemnification of edtec.** To the extent permitted by law, the Academy shall indemnify and hold edtec (which term for purposes of this Paragraph A, includes edtec's officers, directors, and employees) harmless against any and all claims, demands, suits, or other forms of

liability that may arise out of, or by reason of, any noncompliance by the Academy with any agreements, covenants, warranties, or undertakings of the Academy contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the Board contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse edtec for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to edtec.

B. **Limitations of Liabilities.** The Academy and edtec may assert all immunities and statutory limitations of liability in connection with any claims arising under this Agreement.

C. **Indemnification of the Academy.** edtec shall indemnify and hold the Academy (which term for purposes of this Paragraph C, includes the Academy's officers, directors, agents and employees) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any noncompliance by edtec with any agreements, covenants, warranties, or undertakings of edtec contained in or made pursuant to this Agreement, including any and all employment related claims, demands or suits by edtec employees, former employees or applicants; and any misrepresentation or breach of the representations and warranties of edtec contained in or made pursuant to this Agreement. In addition, edtec shall reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to the Academy.

D. **Indemnification for Negligence.** To the extent permitted by law, the Academy shall indemnify and hold harmless edtec, and edtec's Owner, Board of Directors, partners, officers, employees, agents and representatives, from any and all claims and liabilities which edtec may incur and which arise out of the negligence of the Academy's directors, officers, employees, agents or representatives. edtec shall indemnify and hold harmless the Academy, and the Academy's Board of Directors, officers, employees, agents or representatives, from any and all claims and liabilities which the Academy may incur and which arise out of the negligence of edtec's owner, directors, officers, employees, agents or representatives.

E. **Indemnification of Bay Mills Community College.** The parties acknowledge and agree that the Bay Mills Community College Board of Regents, Bay Mills Community College and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Bay Mills Community College, Bay Mills Community College Board of Regents and its members, and their respective officers, employees, agents or representatives from 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 Bay Mills Community College, which arise out of or are in any manner connected with Bay Mills Community College Board of Regents'

approval of the Academy's application, Bay Mills Community College Board of Regents' consideration of or issuance of a Contract, the Academy Board's or the Educational Service Provider's preparation for and operation of the Academy, or which are incurred as a result of the reliance by Bay Mills Community College, Bay Mills Community College Board of Regents or its members, or their respective officers, employees, agents or representatives, upon information supplied by the Academy Board or the Educational Service Provider, or which arise out of the failure of the Academy Board or the Education Service Provider to perform its obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that Bay Mills Community College, Bay Mills Community College Board of Regents and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against either party to enforce its rights as set forth in this Agreement."

## ARTICLE X

### INSURANCE

A. **Insurance of the Academy.** The Academy shall secure and maintain such policies of insurance as required by BMCC and the Charter Contract. This coverage shall include the building and related capital facilities if they are the property of the Academy. The Academy shall maintain such insurance in an amount and on such terms as required by the provisions of the Contract, including the indemnification of edtec required by this Agreement. The Academy shall, upon request, present evidence to edtec that it maintains the requisite insurance in compliance with the provisions of this paragraph. edtec shall comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable.

B. **Insurance of edtec.** edtec shall maintain separate policies of insurance, including separate general liability and umbrella insurance coverage, with the Academy listed as an additional insured on all policies. edtec shall maintain such policies of insurance in the amounts as required by the Contract and the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C."). In the event the Authorizer or M.U.S.I.C. requests any change in coverage by edtec, edtec 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

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 shall comply with any information or reporting requirements applicable to edtec under edtec's policy with its insurer(s), to the extent practicable.

edtec shall, upon request, present evidence to the Academy and BMCC that it maintains the requisite insurance in compliance with the provisions of this paragraph. The Academy shall comply with any information or reporting requirements applicable to edtec under edtec's policy with its insurer(s), to the extent practicable.

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

## ARTICLE XI

### COMPLIANCE WITH CHARTER CONTRACT

A. **Charter Contract.** The parties hereby agree to comply with any and all Educational Service Provider Policies ("ESP Policies") as adopted by the BMCC Charter Schools Office ("CSO"), pursuant to the Terms and Conditions of the charter contract issued by the BMCC Board of Regents to the Academy.

B. **Academy Board Due Diligence.** The Board hereby agrees to perform the necessary due diligence of edtec and provide all information to the BMCC CSO pursuant to the BMCC ESP Policies.

C. **Academy Board Members.** All Board members, and their respective spouses and immediate family members hereby agree that they do not have any direct or indirect ownership, employment, contractual or management interest in edtec. The relationship between the Academy and the ESP shall be consistent with the conflicts of interest and prohibited familial relationship provisions set forth in the Contract.

D. **ESP Agreement.** This Agreement is an arms-length, negotiated agreement between an informed Board and edtec. The Board shall not approve this Agreement until all Board members have been given the opportunity to review the Agreement with the Academy's legal counsel. Prior to the Board's approval of this Agreement, the Board shall obtain a legal opinion from its legal counsel, which includes the representation that legal counsel has reviewed this Agreement, the ESP Policies and the Academy's Contract, and that in their opinion:

- i. The Board has the power and authority to enter into the Agreement;
- ii. Execution of the proposed ESP agreement does not violate any term or provision of the Contract (including the ESP Policies) and applicable law; and
- iii. Entering into the proposed ESP agreement does not authorize or require an improper delegation by the Academy Board.

The Board shall only approve this Agreement with a formal vote at a public board meeting. Prior to the Board's vote on this Agreement, the Board shall provide an opportunity for public comment on this Agreement.

E. **Information Reporting.** edtec is hereby required to make information concerning the operation and management of the Academy, including but not limited to, information in the Contract, including all exhibits, schedules, and the like, available to the Academy as deemed

necessary by the Board in order to enable the Academy to fully satisfy its obligations under the Contract.

F. **Compliance with Academy's Contract.** edtec 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.

G. **Compliance with Section 503c.** On an annual basis, edtec 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 380.1618, 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.

H. **Compliance with Section 12.17 of Contract Terms and Conditions.** edtec 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 Section 12.17(a) of the Contract Terms and Conditions.

## ARTICLE XII

### MISCELLANEOUS

A. **Sole Agreement.** This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and edtec on the subject matter hereof.

B. **Force Majeure.** Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, or any other casualty, or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

C. **Notices.** All notices, demands, requests and consents under this Agreement shall be in writing, shall be delivered to each party, and shall be effective when received by the parties or mailed to the parties at their respective addresses set forth below, or at such other address as may be furnished by a party to the other party:

If to edtec:

edtec central, LLC  
10 S. Main Street, Suite 101  
Mount Clemens, MI 48043

Attn: Dr. Anna M. Amato, Ph.D.

And a copy to edtec counsel:

Collins & Blaha, P.C.  
31440 Northwestern Highway, Suite  
170  
Farmington Hills, Michigan 48334  
Attn: John C. Kava

If to Academy:

Life Skills Center of Pontiac  
142 Auburn Avenue  
Pontiac, Michigan 48342  
Attention: Board President

And a copy to the Board Attorney:  
Shifman & Carlson, P.C.  
34705 West Twelve Mile Rd.  
West Twelve Mile Road  
Farmington Hills, MI 48331

D. **Severability.** The invalidity of any of the covenants, phrases or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement.

E. **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

F. **Entire Agreement.** This Agreement is the entire agreement between the parties relating to the services provided, and the compensation for such services, by the parties. Any modification to this Agreement must be made in writing, approved by the Board and edtec, and signed by a duly authorized officer. In addition, the Board must also secure the approval of BMCC before any modification to this Agreement can become effective.

G. **Non-Waiver.** No failure of a party in exercising any right, power or privilege under this Agreement shall affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.

H. **Assignment.** edtec may not assign this Agreement without the prior written approval of the Board.

I. **Governing Law.** This Agreement shall be governed by and enforced in accordance with the laws of the state of Michigan.

J. **Delegation of Authority.** Nothing in this Agreement shall be construed as delegating to edtec any of the powers or authority of the Board that are not subject to delegation by the Board under Michigan law or the Contract.

K. **Compliance with Law.** The parties agree to comply with all applicable laws and regulations.

L. **Warranties and Representations.** Both the Academy and edtec represent that each has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

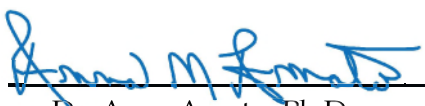
M. **Dispute Resolution Procedure.** Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement that are unable to be resolved through discussion and negotiation shall be resolved by arbitration, and such an arbitration procedure shall be the sole and exclusive remedy for such matters. The arbitrator shall be selected from a panel provided by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the parties and the arbitrator unanimously accept. Any arbitration hearing shall be conducted in Oakland County, Michigan. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction. Any such judgment shall require a cause opinion as to the final decision and shall be made available to BMCC or BMCC CSO, upon request. The cost of arbitration, not including attorney fees, shall be paid by the losing party. It shall be in the discretion of the arbitration panel to award reasonable attorney fees to the prevailing party, to be paid if awarded by the losing party.


N. **Modification to Conform to Changed BMCC Policies.** The parties intend that this Agreement shall comply with BMCC's Educational Service Provider Policies, as the same may be changed from time to time. In the event that changes in BMCC's Educational Service Provider Policies implemented after the date of execution of this Agreement cause any provision of this Agreement to be in conflict the revised Policies, the parties agree to amend this Agreement to eliminate the conflict within thirty (30) days after being advised by BMCC of the changes to its policies.

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

EDTEC CENTRAL, LLC

LIFE SKILLS CENTER OF PONTIAC

BY:   
Dr. Anna Amato, Ph.D.  
ITS: President & CEO

BY:   
Clark Sanford  
ITS: Designated Board Representative



## AMENDMENT TO SERVICES AGREEMENT

This Amendment to Services Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2022 by and between **U.S. LEARNING CORPORATION (USLC)**, and **FLEX HIGH SCHOOL OF PONTIAC** (the “Academy”), a Michigan public school academy.

WHEREAS, the Academy entered into a Services Agreement for educational and managerial services with the USLC effective August 31, 2022; and

WHEREAS, the Academy has changed its corporate name from “Life Skills Center of Pontiac” to “Flex High School of Pontiac”;

WHEREAS, the Academy and USLC desire to amend the Services Agreement to reflect the corporate name change.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. All references to “Life Skills Center of Pontiac” in the Services Agreement shall refer to “Flex High School of Pontiac.”
2. Except for the provisions of this Amendment, all the terms, covenants and conditions of the Services Agreement shall remain in full force and effect, and are not otherwise altered, amended, revised or changed.

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

**USLC**

By \_\_\_\_\_  
Authorized Agent

**FLEX HIGH SCHOOL OF PONTIAC**

By \_\_\_\_\_  
President, Board of Directors

**CONTRACT SCHEDULE 6**

**PHYSICAL PLANT DESCRIPTION**

**FLEX HIGH SCHOOL OF PONTIAC**  
**Physical Plant**

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Physical Plant Description .....	6-1
Floor Plan.....	6-3
Site Plan .....	6-4
Occupancy Approval .....	6-5
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## **SCHEDULE 6**

### **PHYSICAL PLANT DESCRIPTION**

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

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

Address: 142 Auburn Avenue  
Pontiac, MI 48342

Description: The site consists of a single-story red brick building of approximately 12,000 square feet. It is situated on a .80 acre, leveled corner lot near both business and residentially-zoned areas. A typical Life Skills Center interior floor plan and description of rooms is attached hereto. The exterior is equipped with security gates and cameras, as well as a storage shed, storm sewers, and landscaping. Paved parking lots on the east and south ends of the property will accommodate approximately 75 cars, including two handicap spaces.

Term of Use: Term of Contract.

Configuration of Grade Levels: Ninth through twelfth

Name of School District and Intermediate School District:

Local: Pontiac City School District  
ISD: Oakland Intermediate School District

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

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

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

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

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

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# **CERTIFICATE OF USE AND OCCUPANCY**


## **PERMANENT**

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

Building Permit No. LB020308  
Life Skills Academy  
142 Auburn Avenue  
Pontiac, Michigan  
Oakland County

The above named building of Use Group E and Construction Type 2B is approved for use and occupancy.

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

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

October 14, 2004



## LEASE

THIS LEASE is entered into this 1<sup>st</sup> day of July, 2020, by and between G.J. & J.A. Investments, LLC, 18 West Huron Street, Pontiac, Michigan 48342 (hereinafter "Lessor"), and Life Skills Center of Pontiac, 142 Auburn Avenue, Pontiac, Michigan (hereinafter "Lessee")

### WITNESSETH:

1. **PREMISES:** Lessor does hereby let and lease unto the Lessee for the Lease Term (as defined in Paragraph 2 herein) and upon the payment of the rents and the keeping, performance and observance of all the terms, covenants, provisions, conditions and limitations set forth herein, the real property and improvements, including but not limited to exclusive use of all associated parking, situated in the City of Pontiac, and State of Michigan, commonly known as 142 Auburn Avenue, Pontiac, Michigan (all as illustrated in "Exhibit A," attached hereto and incorporated by reference herein), comprised of approximately 12,000 square feet together with all rights-of-way, easements, and rights appurtenant (collectively, the "Leased Premises").

2. **TERM:** This Lease shall be for an initial term of one (1) year commencing on July 1, 2020, and ending on June 30, 2021, unless sooner terminated pursuant to the terms and conditions contained herein.

3. **RENEWAL TERMS:** In the event that there are no uncured defaults of this Lease, Lessee may renew this Lease for an additional term up to three (3) years. Lessee shall submit to the Lessor written notice of its intention to renew not later than sixty (60) days prior to the expiration of the initial term. The terms and conditions hereof shall remain in full force and effect with the exception of the minimum rent due which shall increase as provided in Paragraph 4.

4. **RENT:** This Lease is the result of an arm's-length transaction, and the rent amount(s), including any specified increases to the rent amount, fairly and reasonably reflect the prevailing fair market rent for similar properties in the area ("Comparison Area") as mutually determined by Landlord and Tenant. To pay the Landlord, as rental for the Leased Premises, a monthly payment equal to the sum of one/ twelfth (1/12th) of eight percent (8%) of the per pupil enrollment/state student aid grant amount (based on the Michigan Department of Education counts whenever they may be taken) received by Tenant for any eligible student attending the school operated in the school building on the Leased Premises. Tenant shall, to the extent permitted by law, provide, or cause to be provided to, Landlord copies of applicable monthly State Aid Reports and the forms submitted to the State of Michigan (insofar as they relate to students attending the school operated on the Leased Premises) regarding pertinent student count days and supplemental count days within fifteen (15) days after such information is provided to Lessee and/or submitted to the State of Michigan. The Tenant will apprise the Landlord in writing regarding reported student enrollment twice yearly; the fall count in October, and the spring supplemental count in February. Based on the results of these student counts, as audited or approved by the State of Michigan, and further based upon the applicable per-pupil allocation of State Aid approved by the Michigan Legislature, the monthly rental shall be increased or decreased retroactively to the beginning of the month of the most recent count day to comport with actual unrestricted State Aid payments received by Tenant. Anything in this Agreement to the contrary notwithstanding, monthly rent shall not be less than six thousand dollars (\$6,000.00) for year one, six thousand one hundred eighty dollars (\$6,180.00) for year two (if applicable), six thousand three hundred sixty-five dollars (\$6,365.00) for year three (if applicable), and six thousand five hundred fifty-six dollars (\$6,556.00) for year four (if applicable). In the event that any of the monthly payments provided for above are not made by the tenth (10<sup>th</sup>) day of the month in which the same shall be due, a late charge of Fifty Dollars (\$50.00) shall be due to the Lessor. The aforementioned late fee shall not be the sole remedy of the Lessor, but shall be in addition to all of Lessor's other remedies available at law or in equity.

5. **PURPOSE AND USES:** Lessee shall use and occupy the Leased Premises in a careful, safe, and proper manner as a community school and general office space and will not

commit or suffer waste therein. Lessee may assign or sublet the Leased Premises to either an affiliate of Lessee without the prior written consent of Lessor. For any assignment not specifically set forth above, Lessee must first obtain Lessor's prior written consent, which shall not be unreasonably withheld.

6. OCCUPANCY: No party other than the Lessee shall have an ongoing right to occupy the building, site, or physical plant without providing written notice to the Bay Mills Community College Charter School Office Director thirty (30) days prior to such occupancy. If another school will occupy the Academy's building, site, or physical plant, the Academy must provide to the Bay Mills Charter School Office a written analysis regarding any potential implications of such occupancy, including potential security, school safety, and church-state issues.

7. ALTERATIONS AND FIXTURES: Lessee may from time to time during the term hereof or any extension hereof, make such interior, alterations, additions and changes (hereinafter "Alterations") in and to the Leased Premises as it finds necessary or convenient for its purposes with Lessor's prior written approval, which shall not be unreasonably withheld or delayed, except that Lessee shall be able to install carpeting, apply paint and perform other cosmetic, non-structural repairs to the interior of the Leased Premises without lessor's prior written consent. At the expiration of any term of this Lease, Lessee may remove all of its personal property and fixtures as long as the same can be removed with no damage to the Leased Premises, or in the event that said removal causes damage, Lessee repairs any such damage. Any fixtures purchased with the Academy's funds are owned by the Academy.

8. REPAIRS AND CUSTODIAL REQUIREMENTS: Lessee shall, at its sole expense, maintain the Leased Premises in good order and condition in accordance with good business practices except for the roof, structural walls and parking lot, all of which shall be maintained in good order and condition by Lessor. Lessor shall also be liable for intentional, reckless, or negligent destruction of any portion of the Leased Premises by its employees, agents, or representatives.

For any repairs required of Lessor, Lessee shall notify the Lessor in writing of any damage to and/or repairs necessary to the Leased Premises. Except for any "Business Critical Maintenance Situations" (situations where there is imminent danger to persons or property) which is provided for differently below, any repairs required of Lessor pursuant to this Lease shall be made within five (5) days of receiving written notice from Lessee. Business Critical Maintenance Situations must be resolved within in two (2) calendar days. Notice shall be sent to Lessor in accordance with the notice provision of this Lease. In the event a Business Critical Maintenance Situation exists or there is a situation where Lessor is responsible for making the repair and has not timely responded, Lessee reserves the right, but not the obligation, to make the repair without Lessor's approval and offset any amount spent against future sums due Lessor under this Lease.

Lessee has no liability or obligation to investigate, clean, remove, remediate, or otherwise deal with hazardous material present at the site prior to the Academy occupying the site. Any such responsibility and/or liability shall be the responsibility of the Landlord.

Should the Lessor procure equipment, materials, and/or supplies at the request of or on behalf of the Academy, the Lessor shall follow applicable competitive bidding laws. Lessor shall not include any added fees or charges with the cost of equipment, materials, and supplies purchased from third parties (except that the Lessor may assess actual costs, such as taxes, shipping, permits, installation, or other similar expenses).

8. MECHANIC'S LIENS: Lessee shall not permit any mechanic's, laborer's, materialmen's, or other liens to stand against the Leased Premises for any labor, machinery, or materials furnished or claimed to have been furnished in connection with any work performed or claimed to have been performed on the Leased Premises solely for Lessee or under Lessee's control. If any such lien shall be filed or shall attach, the Lessee shall promptly either pay the same or procure the discharge of the same by giving security in any manner required or permitted by law.

In the event of Lessee's failure to do any of the foregoing within sixty (60) days of the filing of the lien or attachment Lessor may discharge the same and charge all costs in connection therewith to Lessee (in addition to all other remedies of Lessor), Lessee shall indemnify, hold harmless and defend the Lessor from and against all claims, demands, judgments, damages, all liens or encumbrances, and legal proceedings on account of such furnishing or claimed furnishing of labor, machinery, or materials.

9. UTILITIES: Lessee shall be responsible for the payment of all charges relating to its use of utilities including, but not limited to, natural gas, water, usage of sewers, electricity, and trash removal.

10. HOLDING OVER: It is hereby agreed that in the event Lessee remains in possession of the Leased Premises after the expiration of the term of this Lease, or any renewal or extension hereof, the tenancy shall be from month to month at a rental rate which is equal to a sum that is twenty five percent (25%) higher than the monthly rent charged during the Lease Year immediately preceding the holdover. Said tenancy shall be in accordance with all terms and provisions of this Lease, except rent as is provided for above, and shall not diminish in any respect Lessor's remedies with respect to Lessee's failure to vacate.

11. EXAMINATION: Lessee shall permit the Lessor or its agents to enter upon the Leased Premises at reasonable times and upon reasonable notice to Lessee to examine the condition of said Leased Premises.

12. EXPIRATION: Lessee will surrender and deliver up the Leased Premises upon termination of this Lease in as good order and condition as the same now are, or may be put by the Lessor and Lessee, reasonable use, natural wear and tear, Acts of God, and casualty which Lessee is not responsible for the repair of, excepted.

13. INSURANCE: The Lessee shall at all times fully insure the Leased Premises with Fire, Casualty, and Extended Coverage insurance covering the Leased Premises during the Lease term in an amount of not less than its full replacement value. Lessee shall also be responsible for providing the following insurance coverage:

- (a) Liability Insurance covering personal injury and property damage in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence;
- (b) Worker's Compensation Insurance in an amount not less than the statutory minimum; and
- (c) Insurance on all of Lessee's personal property and fixtures to be located within the Leased Premises.

A Certificate of Insurance evidencing the coverage set forth above shall be furnished to either Lessee and/or Lessor, as the case may be, upon request from the other party.

14. INDEMNIFICATION: Lessee covenants and agrees to indemnify, defend, and hold harmless the Lessor from and against any loss, cost, judgment or expense, including, but not limited to, reasonable attorney's fees, incurred by or brought against Lessor arising out of (i) any breach by Lessee of the terms hereof and/or (ii) the negligence, recklessness or intentional misconduct of Lessee. The provisions herein shall not be applicable in the event that the loss, cost, judgment or expense results from the negligent, reckless, or intentional misconduct of the Lessor or Lessors agents, employees, visitors or invitees.

Likewise, Lessor covenants and agrees to indemnify, defend, and hold harmless the Lessee from and against any loss, cost, judgment, or expense, including, but not limited to, reasonable attorney's fees, incurred by or brought against Lessee arising out of (i) any breach by Lessor of the terms hereof and/or (ii) the negligence, recklessness, or intentional misconduct of Lessor. The provisions herein shall not be applicable in the event the loss, cost, judgment, or expense results

from the negligent, reckless or intentional misconduct of the Lessee or Lessee's agents, employees, visitors or invitees. Lessor shall indemnify the Academy for damages and/or litigation caused by the condition of the physical plant, if such damages and/or litigation are caused by the Lessor's use or prior use of hazardous material at the physical plant.

15. DEFAULT: The following shall be deemed an event of default on the part of the Lessee:

- (a) Failure to comply with the provisions of Section 4 or any other payment obligation herein after seven (7) days' written notice of such default is received by Lessee unless otherwise specifically set forth herein;
- (b) The failure of the Lessee to comply with any of its other obligations herein, which failure is not cured within thirty (30) days after its receipt of written notice of the Lessor; provided, however, any failure of Lessee's obligations that poses a present, imminent danger of severe bodily injury shall be cured as soon as possible, but no later than three (3) business days;
- (c) The failure of Lessee to remove or contest any liens or encumbrances placed on the Leased Premises as a result of obligations or debts of the Lessee within sixty (60) days of the filing of said lien or encumbrance. Upon an occurrence of an event of default, Lessor, in addition to any remedies provided by law, may take such action, at Lessee's expense, as may be necessary to cure the default, the cost of which shall be payable by Lessee on demand, and/or Lessor may reenter and retake possession of the Leased Premises with or without termination of the Lease.

Upon the occurrence of any event of default, as set forth above, Lessor shall have the following rights and remedies, in addition to those allowed by law or equity, any one or more of which may be exercised:

- (a) Lessor may apply the security deposit and/or re-enter the Leased Premises and cure any default of Lessee, in which event Lessee shall reimburse Lessor as additional rent for any cost and expenses which Lessor may incur to cure such default.
- (b) Lessor may terminate this Lease as of the date of such default, in which event: (i) neither Lessee, nor any other person claiming under or through Lessee, shall thereafter be entitled to possession of the premises, and Lessee shall immediately thereafter surrender the premises to Lessor; (ii) to the extent permitted by law, Lessor may re-enter the premises and dispossess Lessee or any other occupants of the Leased Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects; without prejudice to any other remedy which Lessor may have for possession or arrearage in rent; and (iii) notwithstanding the termination of this Lease: (1) Lessor may recover all unpaid rent and other sums accrued through the date of termination; or (2) Lessor may re-let all or any part of the Leased Premises for a term different from which would otherwise have constituted the balance of the term of this Lease, and for rent and on terms and conditions different from those contained herein, it being expressly understood and agreed that the liabilities and remedies specified in clauses (1) and (2) above shall survive the termination of this Lease.
- (c) Lessor may sue for injunctive relief to recover damages for any loss resulting from the breach.

16. DAMAGE OR DESTRUCTION: In the event that the Leased Premises shall be destroyed or so injured by the elements or other cause, as to be damaged to a "substantial extent,"

Lessee shall have the option to surrender possession of said Leased Premises to the Lessor, and thereupon this Lease shall cease and be utterly void without further obligation on either party hereto, with the exception of any claims or causes of action resulting from any acts or omissions on the part of the Lessee or Lessor; provided, however, that if the damage or destruction is of the nature that the same could be repaired within a thirty (30) day period, this Lease shall continue in full force and effect, except that rental payments shall abate during the time required to complete the repair. In the event that Lessee shall elect not to terminate this Lease in accordance with this Section 16, Lessor shall use the insurance proceeds to rebuild the Demised Premises to at least as good a condition as existed prior to the damage or destruction. For purposes of this Section 16, the term "substantial extent" shall mean twenty five percent (25%) of the Leased Premises excluding parking and all other common areas.

17. QUIET ENJOYMENT: Lessor hereby covenants and agrees that upon Lessee's performance of all the covenants, conditions, and agreements herein stipulated to be performed on Lessee's part, Lessee shall at all times during the term of this Lease have the peaceable and quiet enjoyment and possession of the Leased Premises without any manner or hindrance from Lessor, or any person or persons claiming by, through or under, Lessor.

18. SUCCESSORS OF THE PARTIES: This Lease shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

19. SEVERABILITY: All agreements and covenants contained in this Lease are severable and in the event that any of them shall be held invalid by a competent court, this Lease shall be interpreted as if such invalid agreements and covenants were not contained herein.

20. TAXES: Lessee is responsible for all real estate taxes and assessments, special or otherwise, public charges, ordinary and extraordinary assessments of every kind and nature whatsoever which are due, levied, assessed, or imposed by any public authority with respect to the Leased Premises, building and real property, or any part thereof, or on any improvements at any time situated thereon, or assessed on the interest of Lessor in or under this Lease, or arising out of the occupancy, use, or possession of the Leased Premises, subsequent to the commencement of the Term of this Lease and during the Term of this Lease, as well as any installments of assessments falling due during the term of the Lease. In the event that Lessor has an election as to payments of assessments, Lessor shall elect the longest payment term possible.

Lessee shall be responsible for the payment of any and all taxes assessed upon the fixtures, furnishings, equipment, and all other personal property of the Lessee or Lessor contained in the Leased Premises, regardless of when such taxes become due and payable. For the purpose of determining said amount, the figures supplied by the County Assessor as to the amounts so assessed shall be conclusive. Lessee shall comply with any and all reporting requirements for the property located in the Leased Premises.

21. NON-WAIVER: No waiver of any breach or default of this Lease shall be implied from any omission by Lessor to take action on account of any similar or different breach or default or from any acquiescence of Lessor in any prior event of default. No express waiver shall affect any breach or default other than the breach or default specified in the express waiver and that only for the time and to the extent therein stated.

22. NOTICE: Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be deemed to have been given or served only when (1) such notice or demand, in writing, is delivered by personal service or certified mail, return receipt requested, addressed as set forth below, or (2), delivered via facsimile with verification of proper transmission.

TO LESSOR:  
G.J & J.A. Investments, LLC

18 West Huron Street  
Pontiac, MI 48342  
Attn: Greg Cunningham  
Facsimile: (248) 332-1330

TO LESSEE:

Life Skills Center of Pontiac  
Attn: Board President  
142 Auburn Avenue  
Pontiac, MI 48342

WITH A COPY TO:

Shifman & Carlson, P.C.  
Attn: Elizabeth A. Kyprianos, Esq.  
34705 W. Twelve Mile Road, Suite 160  
Farmington Hills, MI 48331  
Facsimile: (248) 406-1120

23. SIGNS: Lessee, at its sole cost and expense, may erect such signs upon, on, or around the Leased Premises as may be in compliance with appropriate local government regulations respecting the same.

24. EMINENT DOMAIN: If all or any part of the Leased Premises shall be taken or appropriated for public or quasi-public use by the right of eminent domain, either party hereto shall have the right, at its option, exercisable within thirty (30) days of receipt of notice of such taking, to terminate this Lease as of the date possession is taken by the condemning authority; provided, however, that before either party may terminate this Lease by reason of taking or appropriation as provided herein above, such taking or appropriation shall be of such an extent and nature as to substantially impair Lessee's use of the Leased Premises. No award for any partial or entire taking shall be apportioned, and Lessee hereby assigns to Lessor any award which may be made in such taking or condemnation, together with any and all rights of Lessee now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Lessor any interest in or to require Lessee to assign to Lessor any award made to the Lessee for the taking of personal property belonging to Lessee or for costs associated with Lessee's relocation, moving or loss of business. No temporary taking of the Leased Premises, and/or of Lessee's rights therein or under this Lease shall terminate this Lease or give Lessee any right to any abatement of rent or other obligation thereunder.

25. SUBORDINATION AND ATTORNMENT: This Lease shall be subject, subordinate, and inferior to any mortgage that is or may hereafter be placed on the Leased Premises, and in the event of foreclosure, Lessee agrees to attorn to the mortgagee. Lessee will, upon demand, without cost, execute any instrument reasonably necessary to effectuate such subordination or attornment. If within five (5) days of submission of said instruments for execution Lessee fails to execute same, Lessor may execute the same as attorney-in-fact coupled with an interest for Lessee. Lessor shall exercise reasonable efforts to procure and deliver to Lessee duly executed non-disturbance agreements from any and all current and future mortgagees.

26. TERMINATION: After the expiration of the initial Term, in the event that either (i) the charter contract by and between Bay Mills Community College ("Authorizer) and the Board of Directors of the Lessee is terminated or is not renewed or (ii) the management agreement by and between the Board of Directors of Lessee and edtec central, LLC, Lessee may, in its sole discretion, elect to terminate this Lease. In the event that Lessee so elects to terminate this Lease and said decision to terminate is for the reasons in this Paragraph 26, Lessee shall give to Lessor sixty (60)

days written notice and pay a termination fee equal to the next two installments of monthly rent. In the event of any termination after the initial term, only the sixty (60) day written notice of termination shall be required. If the Lease is terminated in accordance with this agreement or otherwise terminated for reasons that are not the fault of the Lessee, to the extent applicable, Lessor shall promptly return any security deposit and/or pre-paid rent to Lessee upon the termination date.

Should Lessor terminate this Lease without cause, Lessee shall be allowed to recoup any investment made using Academy funds in the Premises.

In the event that Lessee terminates this lease in accordance with Paragraph 16, 24 or due to a breach of this Lease by Lessor, Lessee shall not have to pay the Termination Fee.

27. RELATIONSHIP OF THE PARTIES: Nothing contained in this Lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of a partnership or of a joint venture between the parties hereto, or any relationship other than that of Lessor and Lessee.

28. MODIFICATION: This Lease shall not be modified unless in writing and duly executed by the parties hereto.

29. CAPTIONS: The captions used as headings for the various sections of this lease are used as a matter of convenience for reference purposes only.

30. COMPLIANCE: Lessor warrants and represents that the Leased Premises is in compliance with all applicable building, fire and safety codes, as amended.

31. COMMON AREAS: Reserved.

32. TITLE AND CONDITION: Reserved.

33. BROKERAGE: Reserved.

34. WAIVER OF SUBROGATION: Anything in this lease to the contrary notwithstanding, Lessor and Lessee each hereby waive any and all rights of recovery, claim, action, or cause of action, against the other, its agents, officers, or employees, for any loss or damage that may occur to the Leased Premises or any personal property of such party therein, by reason of fire, the elements, or any other cause which is normally insured against under the terms of standard fire and extended coverage insurance policies referred to in this Lease (but only to the extent of insurance proceeds received by reason thereof and only to the extent that said waiver will not invalidate any such coverage), regardless of cause or origin, including negligence of the other party hereto, its agents, officers or employees, and each covenants that no insurer shall hold any right of subrogation against such other party.

35. GOVERNING LAW; INVALIDITY OF ANY PROVISION. This Lease shall be governed by and enforced in accordance with the laws of jurisdiction in which the Leased Premises are located. Any provision of this Lease which is unenforceable or invalid, or the inclusion of which would affect the validity, legality or enforcement of this Lease shall be of no effect, but all the remaining provisions of this Lease shall remain in full force and effect.

36. ESTOPPEL: Lessor and Lessee shall from time to time, upon not less than ten (10) days prior written notice by the other party, execute, acknowledge and deliver to the requesting party an estoppel certificate, certifying whether this Lease is in full force and effect, the dates to which rents have been paid, and whether the requesting party is in default, and if so, specifying the nature of the default. It is intended that the estoppel certificate may be relied on by a prospective purchaser of Lessor's interest, or mortgagee or assignee of any mortgage upon the Leased Premises.

39. TERMS: The terms Lessor and Lessee shall also include their respective agents, employees, representatives, permitted assigns and successors, as the case may dictate.

40. CAPITALIZED TERMS: Capitalized terms used and not defined herein shall have the meanings given to them in the Lease.

41. CONFLICT: In the event there is a conflict between the terms of an Amendment and the terms of the Lease, the terms of the Amendment shall control.

42. BINDING: This Lease shall be binding upon, and shall inure to the benefit of, the parties hereto, and their respective successors and permitted assigns.

43. COUNTERPARTS/FACSIMILE: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered on in the same agreement. Photostatic, electronic, or facsimile reproductions of this Agreement may be made and relied upon to the same extent as an original.

44. GOVERNMENTAL IMMUNITY: Nothing in this Lease shall be construed to restrict the Academy from waiving its governmental immunity or otherwise require the Academy to assert, waive, or not waive its governmental immunity.

45. ACADEMY GOVERNANCE: No provision of this Lease shall be construed to interfere with the Academy Board's exercise of its statutory, contractual, and/or fiduciary responsibilities governing the operation of the Academy. No provision of this Lease shall be construed to prohibit the Academy Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act.

46. RECORDS: All Lease records and physical plant records of the Lessor related to the Lessee shall be made available to the Lessee's independent auditor and the Bay Mills Charter School Officer.

47. AMENDMENT: This Lease shall only be amended with a writing signed by both Lessor and Lessee. All Lease amendments shall be approved by the Bay Mills Community College Charter School Office prior to becoming effective.

IN WITNESS WHEREOF, the parties hereto have executed triplicate originals of this Lease on the day and year first above written.



G.J. AND J.A. INVESTMENTS, LLC

  
By: \_\_\_\_\_  
Its:

LIFE SKILLS CENTER OF PONTIAC, INC.

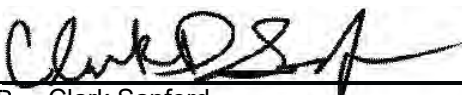
\_\_\_\_\_  
By:  
Its:

G.J. AND J.A. INVESTMENTS, LLC

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By:  
Its:

LIFE SKILLS CENTER OF PONTIAC, INC.



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By: Clark Sanford  
Its: Secretary/Treasurer

**CONTRACT SCHEDULE 7**

**REQUIRED INFORMATION FOR**  
**PUBLIC SCHOOL ACADEMY**

## **SCHEDULE 7**

### **REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY**

Required Information for Public School Academy. This Schedule contains information required by Part 6A of the Revised School Code (“Code”). The required information for the Academy is contained in this Schedule 7.

- Section a. Governance Structure. The governance structure of the Academy is set forth in Section a of this Schedule.
- Section b. Educational Goals. The educational goals of the Academy are set forth in Section b of this Schedule.
- Section c. Educational Programs. The educational programs of the Academy are set forth in Section c of this Schedule.
- Section d. Curriculum. The curriculum of the Academy is set forth in Section d of this Schedule.
- Section e. Methods of Pupil Assessment. The methods of pupil assessment of the Academy are set forth in Section e of this Schedule.
- Section f. Application and Enrollment of Students. The application and enrollment of students criteria of the Academy are set forth in Section f of this Schedule.
- Section g. School Calendar and School Day Schedule. The school calendar and school day schedule procedures are set forth in Section g of this Schedule.
- Section h. Age or Grade Range of Pupils. The age or grade range of pupils to be enrolled by the Academy are set forth in Section h of this Schedule.

**SECTION A**  
**GOVERNANCE STRUCTURE**

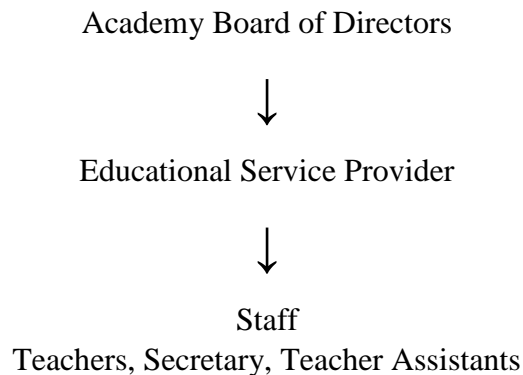
## **Schedule 7a**

### **Governance Structure**

The College Board shall appoint the Board of Directors of the Academy (“Academy Board”). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the terms and conditions of 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 six (6). The Academy Board shall have at least five (5), but no more than nine (9) members, as determined by the College Board. The College Board shall select the members of the Academy Board according to the terms and conditions set forth by the 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.



The Academy Board currently consists of three (3) members. Nominations and appointments of subsequent members shall be made in accordance with this Contract. Vacancies in office shall be determined and filled pursuant to the provisions set forth in the Bylaws. The current Academy Board Members are as follows:

Kimberly Williams  
8731 W 9 Mile Road  
Oak Park, MI 48237  
July 1, 2020-June 30, 2023

Otis Ewing  
31803 Lakeside Drive #22  
Farmington Hills, MI 48334  
July 1, 2018-June 30, 2021

Clark Sanford  
25741 Arden Park Drive  
Farmington Hills, MI 48336  
July 1, 2019-June 30, 2022

**SECTION B**

**EDUCATIONAL GOALS**



Pursuant to Applicable Law and Terms and Conditions 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 7b. Upon request, the Academy shall provide the Charter Schools Office with a written report, along with supporting data, assessing the Academy's progress toward achieving this goal. In addition, the College Board 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, CSO will annually assess the Academy's performance using the following measures:*

### **Measure 1: Student Achievement**

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

GRADES	METRICS	ACHIEVEMENT TARGETS
Grades 9-11 State Accountability Test for grades 9 and 10 (PSAT and PSAT/NMSQT at Contract start date) State Accountability Test for grade 11- (SAT at Contract start date)	The average grade-level scores in reading and math as measured by State Accountability Test.	Students enrolled for three* or more consecutive years will on average achieve scores equal to or greater than the grade-level reading and math college readiness achievement targets identified by State.

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

### **Measure 2: Student Growth**

*The academic growth of all students in grades 9 through 10 at the Academy will be assessed using the following metrics and growth targets:*

Grades	Metrics	Growth Targets
Grades 9-10 (NWEA Test must be administered in fall and spring –(Academy may request to give PSAT in lieu of NWEA Test in both the fall and spring for purpose of measuring growth. Permission must be obtained	Growth made by students from fall-to-spring in critical reading and math as measured by growth targets set for each student on the Measure of Academic Progress by NWEA or if permission obtained to use PSAT, progress toward college-	Students will on average achieve measurable fall-to-spring academic growth targets for reading and math as set for each student on the Measure of Academic Progress by NWEA or, if permission obtain to use

from Bay Mills before replacing NWEA for grades 9 and 10)	readiness targets set by PSAT and PSAT/NMSQT	PSAT, growth toward PSAT and PSAT/NSQT targets.
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\*The measure of student growth is the most important, but not the only factor the College Board 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: the Academy’s comparative position within state accountability reports, required state test proficiency rates compared to surrounding district’s state test proficiency rates, the trend in the number of students reaching growth targets and achievement targets over the Contract term.

### **NWEA Achievement Targets**

<b>Grade</b>	<b>NWEA Reading End-of-Year Target</b>	<b>NWEA Math End-of-Year Target</b>
9	223	235
10	224	236

**SECTION C**

**EDUCATIONAL PROGRAMS**

## Description of Educational Program

**Mission.** The Academy's mission is to re-engage youth in the active pursuit of self-improvement, interpersonal growth and educational development, thereby putting them on a path to success. The mission will be served by providing students with an individualized and self-paced program, set within a flexible scheduling environment that is responsive to their individual needs and which maximizes each student's ability to earn a high school diploma.

**Purpose.** Within a climate where students and staff will feel safe, secure and valued as individuals, the Academy will encourage all students to excel to their highest potential, while providing them the support and tools needed to graduate from high school and pursue post-secondary options including specialized vocational training, community college, higher education and/or direct employment.

**Focus.** To immediately address the deficiencies and lack of credit in core academics that most students present with when entering into the school, the Academy's program focuses on developing reading, language, and mathematical skills by paring students with individualized learning activities that are supported by technology, high ratios of adults to learners, and time on task. Research reveals that students who learn to read well continue to excel academically through later grades in other subject areas -- and -- are also more likely to graduate and enroll in college<sup>1</sup>. Studies also show that acquiring logical and concrete mathematical skills requires longer periods of time on a task, guided by the assistance of adults and reinforced through practice. Students who master basic mathematical skills sooner rather than later are more likely to develop higher order thinking skills needed to succeed academically in other subjects. In the context of this focus, students are provided learning opportunities in all core subject areas -- Mathematics, English Language Arts, Social Studies and Sciences -- along with Health Education, Foreign Language and the Fine Arts.

Schools possessing a structured curriculum plan, objective and identified achievement standards, and a clear process that provides for consistent delivery of instruction by all teachers and staff have time and again, consistently resulted in higher levels of student achievement<sup>2</sup>. To maintain consistency, the Academy develops and maintains its own teacher curriculum guidelines aligned to the state's benchmarks, with course outlines, common objectives, unit sequencing, central topics and vocabulary, and recommended resources. These are made available electronically to all staff. To supplement Academy-created curriculum guides, the teachers and staff also utilize

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<sup>1</sup> U.S. Department of Education, America Reads Challenge. (July 1999). *Start Early, Finish Strong: How to Help Every Child Become a Reader*.

<sup>2</sup> Adams, G. L., & Engelmann, S. (1996). *Research on Direct Instruction: 25 years beyond DISTAR*. Seattle, WA: Educational Achievement Systems.

established curriculum sequence guides including EdOptions. To support students' skill recovery and development, individualized interventions based on essential learning skills are included as part of individualized learning plans for each student. Students take an active role in planning their focus of study as part of the process in their daily planning period and through student-teacher conferences. Activities based on life skills and career planning are included as part of instruction across the curriculum.

By focusing on the development of critical academic skill sets, reinforcing their use across all curriculum areas and following a clear plan for consistent delivery of instruction, the Academy is able to provide students with the tools needed to overcome academic deficiencies and help them make progress towards functional independence.

**Program Delivery.** Program delivery includes daily individualized learning in core and elective curriculum areas through both teacher-led mini-lessons and online supplemental courseware (e.g. EdOptions, Spark 3000) coupled with other supplemental internet-based and resources available without charge and identified by students and teachers to match their unique needs. Core instruction is aligned to the Michigan curriculum and includes English, Math, Science, and Social Studies. Supplemental support in all core areas is provided as needed by both teachers and support staff.

**Student Centered.** Individual learning plans – a central and essential component of each student's educational experience at the Academy – are created for each student, addressing their individual goals. A student's learning plan and progress is carefully planned and monitored using a team approach. Direct collaboration between educators and other staff working for the Academy is a central design component that makes the Academy's educational program distinctly unique and student-centered.

**Classroom Structure.** The Academy maintains a student to instructor ratio of around 15 to 1 and allows for blended-age and non-graded student groups. Utilizing blended-age and non-graded configurations provides for a diverse educational environment, allowing the Academy team to provide enhanced opportunities for shared learning, while reducing or eliminating the stigma associated with remedial grade-level labeling. Students are challenged to earn the required number of credits for their grade level that would be transferrable to any other high school in Michigan. Those who attend the Academy through high school graduation are expected to meet the qualifications necessary for application to an institution of higher learning.

**Uniqueness.** The Academy's educational program has been uniquely designed to serve the type of student entering the program, including providing a full range of educational and social supports. First, while the curriculum is based on the Michigan framework, the overall theme of the program revolves around an accelerated learning environment, academic excellence, and

preparing students to engage in learning matched to their interests and abilities. Students are taught early on how to set both personal and academic goals. Through structured interactions using the individual learning plan as a discussion and planning tool, students meet regularly with teachers and advocates. Together as a team, the instructional and professional staff monitors, guides and follows a student's progress throughout their education. This process assists students toward continued improvement as their learning plans expand and evolve through higher levels of skill achievement and increased earning of required high school credits.

Second, Academy staff monitor how students are progressing along their learning plans. Such collaboration is made possible through the use of technology, as well as via the implementation of a structured, information-sharing process between teachers, parents/guardians and students.

Third, teaching and learning activities are delivered using a variety of methods: direct instruction in core and enrichment areas by certified teachers and qualified instructors, individualized and self-paced computer-based reinforcement, cooperative learning, project-focused group learning, one-on-one mentoring, and learning through teacher-led simulations and real-life experiences. The Academy provides students opportunities to learn about the world of work and careers and the academic paths needed to pursue career goals through a variety of interactive learning experiences. At the high school grades, students explore what post-secondary educational paths are required for various careers. If not yet completed at a previous educational setting, students entering the Academy begin planning for future years by creating an Education Development Plan (EDP). The EDP includes their goals and action steps for transitioning to high school and beyond. All students are provided various opportunities to explore career options in areas of personal interest as they formulate their plans for advanced educational opportunities or direct entry into the workforce.

Other qualities that make the Academy unique is its goal of developing in each student a strong desire for learning, while equipping them with the social and communication skills necessary for positive interaction with others. The Academy provides one-on-one and small group instruction and mentoring to ensure all students have the adequate support needed to maintain confidence in their abilities.

**Special Education Services.** When making educational placement decisions for students with disabilities, the Academy ensures that parents/guardians are contributing members of the IEP team and that together with school staff, the team is making decisions that are subject to requirements regarding provision of the least restrictive environment. When determining how services will be delivered to students with disabilities, the Academy follows all special education rules as issued by the Michigan Department of Education. If a child with a current Individualized Educational Program ("IEP") enrolls in the Academy, the Academy implements the existing IEP to the extent possible, or provides an interim IEP agreed to by parents/guardians

until a new IEP can be developed. IEPs are developed, revised and implemented in accordance with the Individuals with Disabilities Educational Improvement Act ("IDEIA") and state law and regulations.

The Academy fully complies 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 IDEA, and reviewed on an annual basis or more frequently as determined by the IEP team.
4. The Academy contracts as needed with specialized outside service providers who are expert in providing such services to charter schools in Michigan, as determined by enrollment. In addition, the Academy employs teachers as needed, through its Educational Service Provider or other contractual arrangements, who possess certification in special education areas, as well as dual or multiple certifications across disciplines.
5. The Academy employs a "least restrictive environment" approach and when appropriate makes use of a special education resource room as a way to support the individual needs of each student requiring special education services. The Academy also participates in all Oakland ISD programs and support services, including those for which it may obtain additional funding, to support special education services to students, as required under the Intermediate School District's (ISD) county-wide plan.



**Graduation Requirements.** All students awarded a high school diploma from the Academy will meet or exceed the high school graduation requirements set forth by the Michigan school code, as may be amended from time to time, and as implemented by the Michigan Department of Education.

#### **High School Diploma Credit Requirements**

<b>Math</b> -- Algebra I, Algebra II, Geometry, One Math Course in Final Year	<b>4 Credits</b>
<b>English Language Arts</b> -- 9, 10, 11, 12	<b>4 Credits</b>
<b>Science</b> -- Biology, Physics or Chemistry, One Additional Science Credit	<b>3 Credits</b>
<b>Social Studies</b> -- Civics (.5), Economics (.5), US History & Geography, World History & Geography	<b>3 Credits</b>
<b>Physical Education and Health</b>	<b>1 Credit</b>
<b>Visual, Performing and Applied Arts</b>	<b>1 Credit</b>
<b>Language Other Than English</b> -- In grades 9-12, or an equivalent learning experience in grades K—12.	<b>2 Credits</b>
<b>Online Learning Experience</b> -- Course, Learning, or Integrated Learning Experience	
<b>Total Credits</b>	<b>18</b>

**SECTION D**  
**CURRICULUM**

## Objective Centered Course Outline

Course: Algebra Concepts

Grade Level: 9<sup>th</sup>-12<sup>th</sup>

### A. High School Content Expectations

L1.1	A2.4
L1.2	A2.5
L2.1	A2.6
L3.1	A2.7
A1.1	A2.8
A1.2	A3.1
A2.1	S2.1
A2.2	S2.2
A2.3	

### B. Goals/Learning Objectives

1. Given a whole number, students will be able to classify it as either an odd or even number and a prime or composite number.
2. Given a product of identical factors, students will be able to write the product in exponential form.
3. Given a product expressed in exponential form, students will be able to write the product in expanded form.
4. Given an expression in exponential form, students will be able to write the expression in its simplest form.
5. Given an integer, students will be able to name its additive inverse.
6. Given a pair of integers, at least one of which is negative, students will be able to find the sum and/or difference.
7. Given a pair of integers, students will be able to find their product and/or their quotient.
8. Given a pair of common fractions, students will be able to find their sum and/or difference.
9. Given a pair of common fractions, students will be able to find their product and/or quotient.
10. Given an expression in one variable and a numerical replacement for the variable, students will be able to find the value of the expression.
11. Given an expression in two variables and numerical replacements for the variables, students will be able to find the value of the expression.
12. Given a first degree equation in one or two variables and numerical replacements for the variables, students will be able to determine the truth value of the resulting statement.
13. Given a pair of monomials in one variable, students will be able to find the sum, difference, product, and quotient.
14. Given a linear equation in one variable that requires only one transformational move, students will be able to find its solution.
15. Given a linear equation in one variable that requires two transformational moves, students will be able to find its solution.
16. Given an inequality of the form  $x +$  or  $- a < b$ , students will be able to find its solution set.

17. Given an inequality of the form  $ax < b$  or  $ax > b$ , students will be able to find its solution set.
18. Given an inequality of the form  $ax - b < c$  or  $ax - b > c$ , students will be able to find its solution set.
19. Given a practical problem involving a linear math sentence in one variable, students will be able to find the solution.
20. Given a practical problem that can be solved using two variables, students will be able to find its solution.
21. Given a fractional percent  $p$  or a graphic representation of a fractional percent such that  $p < 1$ , students will be able to name  $p$  as a decimal.
22. Given a decimal that names a fractional percent  $p$  such that  $p < 1$ , students will be able to name the percent  $p$ .
23. Given a whole number  $n$  and a fractional percent  $p$  such that  $p < 1$ , students will be able to find  $p$  percent of  $n$ .
24. Given a whole number greater than 100, students will be able to name it as a decimal.
25. Given a decimal that names a whole number percent greater than 100, students will be able to name the percent.
26. Given a number  $n$  and a whole number percent  $p$  such that  $p > 100$ , students will be able to find  $p$  percent of  $n$ .
27. Given a series of numbers, students will be able to find the mean, median and mode.
28. Given a practical problem involving percents, students will be able to find its solution.
29. Given two fractional numbers, one of which is negative, students will be able to compute their sum and their difference.
30. Given a fractional number, students will be able to identify its multiplicative inverse.
31. Given two fractional numbers, one of which is negative, students will be able to compute their product and their quotient.
32. Given a set  $S$ , students will be able to identify specific elements as belonging to or not belonging to it, classify it as being finite or infinite, and identify its subsets.
33. Given numerical expressions with integer exponents, students will be able to identify equivalent forms of the expression and reverse the operation.
34. Given an integer that is a perfect square, students will be able to find the positive or negative square root of the integer.
35. Given numerical expressions involving square roots, students will be able to determine equivalent forms using the multiplication rule for radicals, and determine equivalent forms using the division rule for radicals.
36. Given a numerical expression in the form of  $n + \sqrt{n}$ , students will be able to simplify the expression.
37. Given a square root expression, students will be able to simplify it.
38. Given a sum or difference in the form of  $a\sqrt{c} \pm b\sqrt{c}$ , students will be able to simplify it.
39. Given a sum of terms, each of which has a common binomial factor, students will be able to factor the given expression.
40. Given a polynomial or four more terms that is factorable by grouping, students will be able to factor the polynomial.

41. Given a circle and the length of its radius, students will be able to calculate its circumference.
42. Given a circle, the length of its radius, and the measure of a central angle, students will be able to find the measure of the intercepted arc.
43. Given a circle and the measure of an arc intercepted by a central angle, students will be able to find the measure of the central angle.
44. Given the length and width of a rectangle or square, students will be able to calculate its area and perimeter.
45. Given the measures of the base and height of a triangle, students will be able to calculate its area and perimeter.
46. Given a circle and the measure of either its diameter or radius, students will be able to calculate its area.
47. Students will be able to recognize characteristics of quadrilaterals.

### **C. Essential Learning Skills**

1. Add/subtract integers
2. Multiply/divide integers
3. Calculate exponents
4. Find square roots
5. Order of operations
6. Combine like terms
7. Two-step equations
8. Multi-step equations
9. Basic inequalities
10. Add/subtract fractions
11. Add/subtract decimals
12. Multiply/divide fractions
13. Multiply/divide decimals
14. Fraction-decimal-percent
15. Percent of a number
16. Find missing percent
17. Percent increase or decrease
18. Perimeter & area of square, rectangle
19. Circumference & area of circles
20. Perimeter & area of triangles
21. Properties of quadrilaterals

### **D. Topics of Study**

Integers  
Exponents  
Square roots  
Order of operations  
Linear equations  
Fractions, decimals and percents  
Data and probability  
Measuring geometric shapes  
Properties of geometric shapes

**E. Teaching/Learning Strategies**

Teachers will use a variety of teaching strategies to help students meet course objectives including, but not limited to, lecture, modeling, cooperative group work, hands-on activities, project-based learning, and independent student learning.

**F. Materials/Resources**

McDougal-Littell *Algebra 1: Concepts and Skills*, 2010

**G. Computer Literacy and Technological Resources** PLATO, EdOptions or equivalent

**H. Student Assessment**

In addition to the BASI assessment, students will be assessed regularly by teachers in the form of tests, quizzes, projects, and performances at teacher's discretion. Formative and Interim assessments will be given throughout the course to assess essential learning skills. Summative assessment will take place at the end of the course to determine mastery of skills.

## Course Syllabus – Algebra Concepts

Grade Level: 9-12

Course Description: Algebra Concepts is the study of the basic fundamental concepts of Algebra. The goal of this course is to help prepare students for success in Algebra and Geometry by allowing students to take a conceptual approach to the basic skills that are the foundation of the higher level courses. A visual approach using real-world examples helps build concept attainment.

### Units of Study:

- Integers
- Exponents
- Square roots
- Order of operations
- Linear equations
- Fractions, decimals and percents
- Data and probability
- Measuring geometric shapes
- Properties of geometric shapes

Primary Resources: McDougal-Littell, *Algebra 1: Concepts and Skills*, 2010

Secondary/Supplemental Resources: PLATO, EdOptions or equivalent

Instruction: Instruction time will be spent in the following ways: lecture, individual activities, group activities, labs, and in-class assignments.

Grading: The purpose of grading in this class is to ascertain and to communicate, fairly and accurately, the academic achievement of each student. Grades will reflect assessment of individual student mastery of the course curriculum. Assessments will be based on individual achievement of established standards.

## Objective Centered Course Outline

Course: Algebra I

Grade Level: 9<sup>th</sup>/10<sup>th</sup>

### A. High School Content Expectations

L1.1: L1.1.1-L1.1.5;  
L1.2: L1.2.2, L1.2.4;  
L2.1: L2.1.1, L2.1.2, L2.1.4,  
L3.1: L3.1.2;  
A1.1: A1.1.1-A.1.1.3  
A1.2: A1.2.1-A1.2.4, A1.2.6, A1.2.8;  
A2.1: A2.1.1-A2.1.7;  
A2.2: A2.2.1-A2.2.3;  
A2.3: A2.3.1-A2.3.2;  
A2.4: A2.4.1-A2.1.4;  
A2.5: A2.5.1, A2.5.4, A2.5.5;  
A2.6: A2.6.1-A2.6.5;  
A2.7: A2.7.1-A2.7.3;  
A2.8: A2.8.1-A2.8.3;  
A3.1: A3.1.1-A3.1.4;  
S2.1: S2.1.1-S2.1.4;  
S2.2: S2.2.1-S2.2.2

### B. Goals/Learning Objectives

1. Solving multi-step equations, with variables on both sides of the equations (clearing fractions from equations)
2. Solving a multi-variable equation for one variable in terms of the others
3. Solving multi-step inequalities in one variable
4. Solving absolute value equations
5. Determine constant rate of change (i.e. slope) using the following methods:
  - a. Counting (using coordinates)
  - b. Using  $\frac{\Delta y}{\Delta x}$  formula  $\left( \frac{y_2 - y_1}{x_2 - x_1} \right)$
  - c. From equation
6. Finding horizontal and vertical intercepts
7. Creating data tables, focusing on non-linear functions
8. Create functions from data
9. Solving word problems; specifically distance, rate and time problems



10. Writing equations of lines through a point that are parallel or perpendicular to a given line
11. Solving systems of linear equations using any method (up to 3 X 3)
12. Graphing inequalities in 2 variables
13. Solving systems of inequalities
14. Exponents -- Understand and use of rules and exponents
15. Exponential Functions -- Write and interpret equations
16. Polynomial Functions -- Expand and factor polynomials
17. Quadratic Functions
  - a. Solve (complete the square, quadratic formula, factor)
  - b. Relate graph to equation
18. Radical Functions -- Solve simple radical functions
19. Identify appropriate math model for given situations and represent symbolically

### **C. Essential Learning Skills**

1. Multi-step equations
2. Multi-variable equations
3. Inequalities
4. Absolute Value
5. Rate of change
6. Intercepts
7. Data tables
8. Functions
9. Word problems – rate, distance, time
10. Linear equations
11. Exponents
12. Exponential functions
13. Polynomial functions
14. Quadratic functions
15. Radical function

### **D. Topics of Study**

- Fractions and Fractals
- Data exploration
- Proportional reasoning and probability
- Variation and Graphs
- Linear Equations
- Fitting a line to data

- Systems of equations and inequality
- Exponents and exponential models
- Functions
- Transformations
- Quadratic models

**E. Teaching/Learning Strategies**

Teachers will use a variety of teaching strategies to help students meet course objectives including, but not limited to, lecture, modeling, cooperative group work, hands-on activities, project-based learning, and independent student learning.

**F. Materials/Resources**

Holt Algebra 1, 2008, calculator, graphing paper, computer, spreadsheet software, ruler, manipulatives, compass, right angle

**G. Computer Literacy and Technological Resources**

PLATO, EdOptions, or equivalent

**H. Student Assessment**

In addition to the BASI assessment, students will be assessed regularly by teachers in the form of tests, quizzes, projects, and performances at teacher's discretion. Formative and Interim assessments will be given throughout the course to assess essential learning skills. Summative assessment will take place at the end of the course to determine mastery of skills.

## Objective Centered Course Outline

Course: Algebra II

Grade Level: 11<sup>th</sup>/12<sup>th</sup>

### A. High School Content Expectations

L1.2: L1.2.1  
L1.3: L1.3.1 – L1.3.3  
L2.1: L2.1.3, L2.1.5  
L2.2: L2.2.1 – L2.2.3  
L3.2: L3.2.1 – L3.2.3  
A1.1: A1.1.4 – A1.1.6  
A1.2: A1.2.5, A1.2.7, A1.2.9, A1.2.10  
A2.3: A2.3.3  
A2.5: A2.5.2 – A2.5.3  
A2.9: A2.9.1 – A2.9.2  
A2.10: A2.10.1 – A2.10.5  
A3.1: A3.1.1 – A3.1.3  
G1.7: G1.7.1 – G1.7.3  
S1.1: S1.1.1 – S1.1.2  
S1.2: S1.2.1 – S1.2.3  
S1.3: S1.3.1 – S1.3.4  
S3.1: S3.1.1 – S3.1.3  
S4.1: S4.1.1 – S4.1.2  
S4.2: S4.2.1 – S4.2.2

### B. Goals/Learning Objectives

1. Exhibit knowledge of arithmetic and geometric sequences.
2. Evaluate composite functions at integer values.
3. Use matrices to solve systems of equations.
4. Exhibit knowledge of conditional and joint probability.
5. Solve and graph absolute value functions and inequalities.
6. Calculate linear regressions.
7. Determine a feasible region based on restrictions.
8. Factor and solve quadratics (for example: difference of two squares, perfect square trinomials).
9. Apply properties of complex numbers.
10. Recognize special characteristics of parabolas and circles.
11. Exhibit knowledge of logarithms.

12. Use trigonometry ratios and basic identities to solve problems.
13. Exhibit knowledge of the unit circle in trigonometry.
14. Match graphs of basic trigonometric functions with equations.
15. Operations with and simplifying polynomial functions.
16. Translate and identify inverse variation.
17. Graphing rational functions and identification of all asymptotes.
18. Solving and simplifying rational functions.

### **C. Essential Learning Skills**

1. Sequences
2. Composite functions
3. Matrices
4. Conditional and Joint probability
5. Graphing absolute value functions and inequalities
6. Linear regressions
7. Quadratic equations
8. Complex numbers
9. Parabolas and circles
10. Logarithms
11. Trigonometry ratios
12. Trigonometric functions
13. Polynomial functions
14. Inverse variation
15. Rational functions
16. Asymptotes

### **D. Planned Sequence of Topics**

- Solving equations and inequalities
- Functions, equations and graphs
- Linear systems
- Matrices
- Quadratic equations and functions
- Sequences and series
- Polynomials and polynomial functions
- Radical functions and rational exponents
- Exponential and logarithmic functions
- Rational functions
- Quadratic relations
- Periodic functions, trigonometric identities and equations

**E. Teaching/Learning Strategies**

Teachers will use a variety of teaching strategies to help students meet course objectives including, but not limited to, lecture, modeling, cooperative group work, hands-on activities, project-based learning, and independent student learning.

**F. Materials/Resources**

Holt Algebra 2, 2008, calculator, graphing paper, computer, spreadsheet software, ruler, manipulatives, compass, right angle

**G. Computer Literacy and Technological Resources (if applicable)**

PLATO, EdOptions or equivalent

**H. Student Assessment**

In addition to the BASI assessment, students will be assessed regularly by teachers in the form of tests, quizzes, projects, and performances at teacher's discretion. Formative and Interim assessments will be given throughout the course to assess essential learning skills. Summative assessment will take place at the end of the course to determine mastery of skills.

## Course Syllabus – Algebra II

**Grade Level: 11, 12**

Course Description: Algebra II is a full year course that is a logical progression for students who have completed Algebra I and Geometry. It is an extension of topics in Algebra I with an in-depth study of higher order functions. Additional concepts include trigonometry, complex numbers, sequences and series, data analysis and statistics. Problem solving is an important part of Algebra II.

Units of Study:

Solving equations and inequalities  
Functions, equations and graphs  
Linear Systems  
Matrices  
Quadratic equations and functions  
Sequences and series  
Polynomials and polynomial functions  
Radical functions and rational exponents  
Exponential and logarithmic functions  
Rational functions  
Quadratic relations  
Periodic functions, trigonometric identities and equations

Primary Resources: Holt Algebra 2

Secondary/Supplemental Resources: PLATO, EdOptions or equivalent

Instruction: Instruction time will be spent in the following ways: lecture, individual activities, group activities, labs, and in-class assignments.

Grading: The purpose of grading in this class is to ascertain and to communicate, fairly and accurately, the academic achievement of each student. Grades will reflect assessment of individual student mastery of the course curriculum. Assessments will be based on individual achievement of established standards.

## Course Syllabus – Algebra I

**Grade Level: 9, 10**

Course Description: Algebra I is a full year course that is a logical progression for students who have completed Pre-Algebra or Passports to Algebra and Geometry.

Units of Study:

Fractions and Fractals  
Data exploration  
Proportional reasoning and probability  
Variation and Graphs  
Linear Equations  
Fitting a line to data  
Systems of equations and inequality  
Exponents and exponential models  
Functions, Transformations, and Quadratic Models

Primary Resources: Holt Algebra I

Secondary/Supplemental Resources: PLATO, EdOptions, or equivalent

Instruction: Instruction time will be spent in the following ways: lecture, individual activities, group activities, labs, and in-class assignments.

Grading: The purpose of grading in this class is to ascertain and to communicate, fairly and accurately, the academic achievement of each student. Grades will reflect assessment of individual student mastery of the course curriculum. Assessments will be based on individual achievement of established standards.

## Objective Centered Course Outline

**Course: Art Design**

**Grade Level: High School**

### **A. High School Content Expectations**

VA-P1: HS-P1.1, HS-P1.2, HS-P1.3, HS-P1.4

VA-C1: HS-C1.1, HS-C1.2, HS-C1.3, HS-C1.4, HS-C1.5, HS-C1.6

VA-A1: HS-A1.1, HS-A1.2, HS-A1.3, HS-A1.4, HS-A1.5

VA-H1: HS-H1.1, HS-H1.2, HS-H1.3

VA-L1: HS-L1.1, HS-L1.2, HS-L1.3, HS-L1.4

### **B. Goals/Learning Objectives**

All students will:

- 1 - Refine techniques and processes in a variety of media.  
Experience and control a variety of art and design tools and media, including current arts-related technologies.  
Select and analyze the expressive potential of art and design techniques and processes.  
Practice safe and responsible use of art, design and media equipment, and studio space.
- 2 - Create works of art using art elements and principles.  
Create expressive works of art and design using art elements, including color relationships, line, and shape.  
Create expressive works of art and design using principles to organize the art elements, including composition, emphasis, and eye movement.
- 3 - Critique works of art and design.  
Analyze art and design works regarding use of art elements and principles.  
Examine the functions of art and design works.  
Interpret works of art and design works.
- 4 - Evaluate works of art and design.  
Analyze and compare works of art and design using a variety of aesthetic approaches.  
Evaluate works of art and design based on forming techniques, effective use of art elements and principles, fulfillment of functions, impact of content, expressive qualities, and aesthetic significance.
- 5 - Create content in works of art and design.  
Identify subject matter, metaphor, themes, symbols, and content in works of art and design.  
Create works of art and design that effectively communicate subject matter, metaphor, themes, symbols, or individually conceived content.  
Create divergent, novel, or individually inspired applications of art, design and media works or art elements and principles that express content.
- 6 - Curate works of art and design ordered by medium and content.



Organize a portfolio that expresses a purpose such as mastery of a medium, objectives of this course, or significant content.  
Exhibit works of art and design selected by themes such as mastery of medium, course objectives, and/or significant content.

- 7 - Align works of art and design according to history, geography, and personal experience.  
Use visual characteristics to group artworks into historical, social, and cultural contexts.  
Analyze the impact of time, place, and culture on works of art and design media.  
Evaluate own relationship with artworks from various periods in history.
- 8 - Synthesize art and design works with other educational subjects.  
Integrate art and design works with dance, music, and theater.  
Explore how art and design works can be integrated across disciplines.
- 9 - Evaluate the impact of art and design on life outside of school.  
Examine careers related to art and design media.  
Predict how art and design media can add quality to life and lifelong learning.

### **C. Essential Learning Skills**

- Media and technology use
- Safety skills with art
- Art elements
- Design principles
- Describing art
- Functions of art
- Evaluating art
- Interpreting art
- Identifying subject matter, themes, and content in art
- Creating art – expressing subject matter, themes, content; using elements and principles
- Art presentation: portfolio
- Making connections between art and culture
- Art history

### **D. Planned Sequence of Topics / Art Explorations**

*Visual Arts – Media, Tools and Use*  
*Elements of Art, Design and Media*  
*Principles of Art, Design and Media*  
*Art Critique and Interpretation*  
*Evaluating Art, Design and Media Works*  
*Studio Projects: Drawing, Design and Media*  
*Studies in Art: Mini Museums and Portfolios*  
*Historical Perspectives in Art*  
*Society, Culture and Careers*

**E. Teaching/Learning Strategies**

Teachers will use a variety of teaching strategies to help students meet course objectives including, but not limited to, lecture, modeling, cooperative group work, hands-on activities, project-based learning, and independent student learning.

**F. Materials/Resources**

Paper, drawing pencils, magazines, large picture books, pastels, tempura paints, acrylics, erasers, brushes, glue, safe scissors

**G. Computer Literacy and Technological Resources**

ArtsConnected

<http://www.artsconnected.org/toolkit/>

A Lifetime of Color,

<http://www.alifetimeofcolor.com/play/color2/a1.html>

Elements of Art

[http://www.uen.org/utahlink/tours/tourFames.cgi?tour\\_id=14888](http://www.uen.org/utahlink/tours/tourFames.cgi?tour_id=14888)

Principles of Art

[http://www.uen.org/utahlink/tours/tourFames.cgi?tour\\_id=14897](http://www.uen.org/utahlink/tours/tourFames.cgi?tour_id=14897)

**H. Student Assessment**

Students will be assessed regularly by teachers in the form of tests, quizzes, projects, and performances at teacher's discretion. Performance rubrics will be used by teachers and by students to assess project work, as well as to evaluate a student's portfolio of work, over time.

## Course Syllabus – Art Design

### Grade Level: High School

Course description: Art Design is the high school level course for continuing art students. Topics will include review of basic foundations, Design elements, intermediate and advanced creation techniques, intermediate and advanced art principles, and art history. Students will learn to make connections between art and the world around them.

### Units of Study:

Creation – paper, pencils, charcoal, pastels, collage  
Art Elements – line, space, shape, value, color, texture  
Art Principles – emphasis, balance, rhythm, contrast, movement, harmony  
Creation – paints, inks, multi-media  
Art History – historical reviews and comparisons  
Art Connections – careers, society and cultures

Primary Materials: Portfolios, erasers, art pencils, sketch pads, student folders, student CD-ROMS, storage bins and container. All art supplies will be provided to students

Performance rubrics: Most projects, units and/or lessons will involve the creation of student work, which will be evaluated using performance rubrics. Performance rubrics will be provided prior to the start of a project so that students understand the performance standards by which they will be assessed. Rubric point ranges will be pre-assigned to letter grades. Student work will be photographed and collected to create a portfolio.

Other performance measures: Bell work at the beginning and end of a class session will be assigned depending on the unit. Properly setting up one's work area and cleaning up of one's work prior to the end of class will be monitored daily and considered part of a student's overall performance.

Grading: The purpose of grading in this class is to ascertain and to communicate, fairly and accurately, the academic achievement of each student. Grades will reflect assessment of individual student mastery of the course curriculum. Assessments will be based on individual achievement of established standards.

## Objective Centered Course Outline

Course: Biology

Grade Level: 10

### A. High School Content Expectations

B1.1: B1.1.1 – B1.1.9	B3.5: B3.5.1 – B3.5.5
B1.2: B1.2.1 – B1.2.11	B3.6: B3.6.1 – B3.6.3
B2.1: B2.1.1 – B2.1.5	B3.7: B3.7.1 – B3.7.2
B2.2: B2.2.1 – B2.2.2	B3.8: B3.8.1 – B3.8.3
B2.3: B2.3.1 – B2.3.4	B3.9: B3.9.1 – B3.9.2
B2.4: B2.4.1 – B2.4.2	B3.10: B3.10.1 – B3.10.3
B2.5: B2.5.1 – B2.5.3	B3.11: B3.11.1 – B3.11.4
B2.6: B2.6.1 – B2.6.3	B4.1: B4.1.1 – B4.1.2
B2.7: B2.7.1 – B2.7.2	B4.2: B4.1.1
B2.8: B2.8.1 – B2.8.5	B4.3: B4.3.1 – B4.3.5
B2.9: B2.9.1 – B2.9.2	B4.4: B4.4.1 – B4.4.5
B2.10: B2.10.1 – B2.10.3	B4.5: B4.5.1 – B4.5.4
B2.11: B2.11.1 – B2.11.4	B4.6: B4.6.1 – B4.6.6
B2.12: B2.12.1 – B2.12.9	B4.7: B4.7.1 – B4.7.3
B2.13: B2.13.1 – B2.13.4	B4.8: B4.8.1 – B4.8.2
B2.14: B2.14.1 – B2.14.5	B5.1: B5.1.1 – B5.1.4
B2.15: B2.15.1 – B2.15.5	B5.2.1
B3.1.1	B5.3: B5.3.1 – B5.3.7
B3.2: B3.2.1 – B3.2.4	B5.4: B5.4.1 – B5.4.4
B3.3: B3.3.1 – B3.3.4	B5.5: B5.5.1 – B5.5.6
B3.4.1	

### B. Goals/Learning Objectives

Students will be able to:

1. Use science process and thinking skills
  - Observe objects, events, and patterns and record both qualitative and quantitative information.
  - Use comparisons to help understand observations and phenomena
  - Evaluate, sort, and sequence data according to given criteria
  - Select and use appropriate technological instruments to collect and analyze data
  - Plan and conduct experiments in which students may:
    - Identify a problem
    - Formulate research questions and hypotheses
    - Predict results of investigations based upon prior data
    - Identify variables and describe the relationship between them
    - Collect data on the dependent variables
    - Plan procedures to control independent variables
    - Select the appropriate format and use it to summarize data obtained
    - Distinguish between factual statements and inferences
    - Develop and use classification systems

- Construct models, simulations and metaphors to describe and explain natural phenomena
  - Use mathematics as a precise method for showing relationships
  - Form alternative hypothesis to explain a problem
2. Manifest scientific attitudes and interests
  3. Demonstrate understanding of science concepts, principles and systems
  4. Communicate effectively using science language and reasoning
  5. Demonstrate awareness of social and historical aspects of science
  6. Demonstrate understanding of the nature of science

### **C. Essential Learning Skills**

1. Making observations
2. Understanding observations and phenomena
3. Evaluating, sorting, and sequencing data
4. Collecting and analyzing data
5. Conducting experiments
6. Formulating hypotheses
7. Understanding variables
8. Distinguish between fact and inference
9. Developing and using classification systems
10. Utilizing scientific vocabulary
11. Inquiry, Reflection and Social Implications
12. Organization and Development of Living Systems
13. Dynamics of Living Systems and the Environment
14. Genetics
15. Theory of Evolution

### **D. Topics of Study**

Cell structure and function, and the microscope  
 Organizational systems/classification of living things  
 A study of viruses  
 A study of the five kingdoms  
 Importance of photosynthesis and respiration  
 Human digestion, respiration, and circulation  
 Ecology

### **E. Teaching/Learning Strategies**

Teachers will use a variety of teaching strategies to help students meet course objectives including, but not limited to, lecture, modeling, cooperative group work, hands-on activities, project-based learning, and independent student learning.

### **F. Materials/Resources**

Recommended text: Glencoe: Biology, An Everyday Experience

### **G. Computer Literacy and Technological Resources (if applicable)**

PLATO, EdOptions or equivalent

#### **H. Student Assessment**

In addition to the BASI assessment, students will be assessed regularly by teachers in the form of tests, quizzes, projects, and performances at teacher's discretion. Formative and Interim assessments will be given throughout the course to assess essential learning skills. Summative assessment will take place at the end of the course to determine mastery of skills.

## Course Syllabus – Biology

**Grade Level: 10**

Course Description: This class fulfills the course requirements for tenth grade students. The concepts studied will include: heredity, evolution, cell structure and reproduction, the organization of living things, genetics, ecosystems, biogeochemical cycles, human ecology and our impact on the planet.

Units of Study:

- Cell structure and function, and the microscope
- Organizational systems/classification of living things
- A study of viruses
- A study of the five kingdoms
- Importance of photosynthesis and respiration
- Human digestion, respiration, and circulation
- Ecology

Primary Resources: Glencoe Biology, An Everyday Experience

Secondary/Supplemental Resources: PLATO, EdOptions or equivalent

Instruction: Instruction time will be spent in the following ways: lecture, individual activities, group activities, labs, and in-class assignments.

Grading: The purpose of grading in this class is to ascertain and to communicate, fairly and accurately, the academic achievement of each student. Grades will reflect assessment of individual student mastery of the course curriculum. Assessments will be based on individual achievement of established standards.

## Objective Centered Course Outline

Course: Chemistry

Grade Level: 11

### A. High School Content Expectations

C1.1: C1.1.1 – C1.1.9	C5.1: C5.1.1
C1.2: C1.2.1 – C1.2.11	C5.2: C5.2.1 – C5.2.2
C2.1: C2.1.1 – C2.1.5	C5.3: C5.3.1 – C5.3.3
C2.2: C2.2.1 – C2.2.2	C5.4: C5.4.1 – C5.4.4
C2.3: C2.3.1 – 2.3.2	C5.5: C5.5.1 – C5.5.3
C2.4: C2.4.1 – C2.4.4	C5.6: C5.6.1 – C5.6.2
C2.5: C2.5.1 – C2.5.4	C5.7: C5.7.1 – C5.7.3
C3.1: C3.1.1	C5.8: C5.8.1 – C5.8.2
C3.2: C3.2.1 – C3.2.4	C5.9: C5.9.1 – C5.9.3
C3.3: C3.3.1	C5.10: C5.10.1 – C5.10.5
C3.4: C3.4.1 – C3.4.2	C5.11: C5.11.1 – C5.11.5
C3.5: C3.5.1 – C3.5.2	C5.12: C5.12.1 – C5.12.4
C3.6: C3.6.1	C5.13: C5.13.1 – C5.13.3
C3.7: C3.7.1	C4.5: C4.5.1 – C4.5.7
C3.8: C3.8.1 – C3.8.5	C4.7: C4.7.1 – C4.7.3
C3.9: C3.9.1	C4.8: C4.8.1 – C4.8.2
C4.1: C4.1.1 – C4.1.3	C4.9: C4.9.1 – C4.9.2
C4.2: C4.2.1 – C4.2.4	C4.10: C4.10.1 – C4.10.4
C4.3: C4.3.1 – C4.3.5	C4.11: C4.11.1 – C4.11.5
C4.4: C4.4.1 – C4.4.2	C4.11: C4.11.1 – C4.11.5
C4.6: C4.6.1 – C4.6.2	C4.12: C4.12.1
C4.13: C4.13.1 – C4.13.2	
C4.14: C4.14.1 – C4.14.2	
C4.15: C4.15.1 – C4.15.3	

### B. Goals/Learning Objectives

1. Students will be able to observe chemical reactions and relate their observations to the definition of matter and chemistry.
2. Students will be able to identify the common steps of the scientific method.
3. Students will be able to collect and analyze data to determine how matter reacts
  - Define SI base units for time, length, mass and temperature
  - Define and compare accuracy and precision
4. Students will understand that everything is made of matter.
5. Students will understand the atoms are the fundamental building blocks of matter.
  - Define Atom
  - Explain the role of atomic number
6. Students will explain and understand how atoms have a unique arrangement of atoms
7. Students will be able to trace the development of the periodic table.
8. Students will observe that ions are formed when atoms gain or lose valence electrons
9. Students will understand that covalent bonds form when atoms share electrons
10. Students will recognize evidence of chemical change and chemical reactions



11. Students will understand how the mole represents a large number of extremely small particles.
12. Students will be able to write chemical formulas
13. Students will understand the properties of matter.
  - Solid
  - Liquid
  - Gas
14. Students will predict ways gas responds to matter.
15. Students will understand that nearly all gasses are made of many mixtures.
16. Students will understand the concept that chemical reactions usually absorb or release energy.
17. Students will explain the difference between an average reaction rate and an instantaneous reaction rate.
18. Students will compare acids and base.
19. Students will understand the role of electricity in the diagnosis and treatment of diseases.

#### **C. Essential Learning Skills**

1. Relating observations to chemistry and matter
2. Identify steps of the scientific method
3. Collect and analyze data as relates to chemical equations and formulas
4. Trace development of the periodic table
5. Understanding properties of atoms
6. Understanding moles
7. Recognize evidence of chemical change and chemical reactions
8. Writing chemical formulas
9. Understanding the properties of matter
10. Differentiating reaction rates
11. Comparing and contrasting acids and bases
12. Understanding the role of electricity

#### **D. Topics of Study**

- Matter
- Physical and chemical change
- Bonding
- Energy
- Equilibrium

#### **E. Teaching/Learning Strategies**

Teachers will use a variety of teaching strategies to help students meet course objectives including, but not limited to, lecture, modeling, cooperative group work, hands-on activities, project-based learning, and independent student learning.

#### **F. Materials/Resources**

Recommended text: Glencoe Chemistry Matter and Change

**G. Computer Literacy and Technological Resources (if applicable)**

PLATO, EdOptions or equivalent

**H. Student Assessment**

In addition to the BASI assessment, students will be assessed regularly by teachers in the form of tests, quizzes, projects, and performances at teacher's discretion. Formative and Interim assessments will be given throughout the course to assess essential learning skills. Summative assessment will take place at the end of the course to determine mastery of skills.

## Course Syllabus – Chemistry

**Grade Level: 11**

Course Description: Chemistry is the study of matter and the changes it undergoes. Students will understand that chemicals are all around and as humans we could not survive without these chemicals. Students will be able to identify both harmful and non-harmful chemicals. Students in this course will study topics in scientific inquiry, forms of energy, energy transfer, properties of matter and changes in matter.

### Units of Study:

#### Matter

- Properties
- Changes
- Mixtures
- States
- Compounds

#### Physical and Chemical Changes

- Mixture & Solutions
- Reaction Rates
- Acids & Base
- Redox reaction

#### Bonding

- Structure of atoms
- Electrons in atoms
- Periodic Table & Periodic law
- Ionic Compounds & Metals
- Covalent Bonding

#### Energy

- Energy and chemical change
- Gases
- Electrochemistry
- Nuclear Chemistry

#### Equilibrium

- Chemical Equilibrium

Primary Resources: Glencoe Chemistry: Matter and Change

Secondary/Supplemental Resources: Problem-solving labs, data analysis lab, mini lab, & Internet activities; PLATO, EdOptions or equivalent

Instruction: Instruction time will be spent in the following ways: lecture, individual activities, group activities, labs, and in-class assignments.

Grading: The purpose of grading in this class is to ascertain and to communicate, fairly and accurately, the academic achievement of each student. Grades will reflect assessment of individual student mastery of the course curriculum. Assessments will be based on individual achievement of established standards.

## Objective Centered Course Outline

Course: Earth Science

Grade Level: 9

### A. High School Content Expectations

E1.1: E1.1.1 – E1.1.9	E4.1: E4.1.1 – E4.1.4
E1.2: E1.2.1 – E1.2.11	E4.2: E4.2.1- E4.2.9
E2.1: E2.1.1 – E2.1.3	E4.3: E4.3.1 – E4.3.3
E2.2: E2.2.1 – E2.2.6	E4.4: E4.4.1 – E4.4.3
E2.3: E2.3.1 – E2.3.4	E4.5: E4.5.1 – E4.5.7
E2.4: E2.4.1 – E2.4.4	E4.6: E4.6.1 – E4.6.7
E3.1: E3.1.1 – E3.1.3	E5.1: E5.1.1 – E5.1.4
E3.2: E3.2.1 – E3.2.2	E5.2: E5.2.1 – E5.2.4
E3.3: E3.3.1 – E3.3.3	E5.3: E5.3.1 – E5.3.4
E3.4: E3.4.1 – E3.4.5	E5.4: E5.4.1 – E5.4.4
E3.5: E3.5.1 – E3.5.4	E5.5: E5.5.1 – E5.5.4
E3.6: E3.6.1 – E3.6.6	E5.6: E5.6.1 – E5.6.3
E3.7: E3.7.1 – E3.7.6	E5.7: E5.7.1 – E5.7.10

### B. Goals/Learning Objectives

1. Students will be able to interpret scientific data.
  - Select two or more pieces of data from a simple data presentation
  - Understand basic scientific terminology
  - Determine how the value of one variable changes as the value of another variable changes in a simple data presentation
2. Students will understand the process of scientific investigation
  - Understand the methods and tools used in a simple experiment
3. Students will be able to identify the different properties of waves and relate these properties to real world examples of mechanical and electromagnetic waves.
4. Students will be knowledgeable of the various technologies used and produced by science.
5. Students will be able to use technology to collect, analyze, and report data.
6. Students will be able to describe how systems change through time citing examples from astronomy and geology.
7. Students will understand the interactions between earth systems and human activities.
8. Students will understand how various materials are cycled through Earth's systems.
9. Students will investigate the interaction among the components of the Earth system: geosphere, atmosphere, hydrosphere, and biosphere.
10. Students will understand the transfer of energy and explain how energy is cycled through earth systems.

### C. Essential Learning Skills

1. Interpreting scientific data

2. Understanding scientific investigation
3. Identifying properties of waves
4. Understanding technology
5. Understanding and differentiating scientific systems
6. Understanding energy

**D. Topics of Study**

- Waves
- Astronomy
- Geology
- Meteorology
- Earth Systems

**E. Teaching/Learning Strategies**

Teachers will use a variety of teaching strategies to help students meet course objectives including, but not limited to, lecture, modeling, cooperative group work, hands-on activities, project-based learning, and independent student learning.

**F. Materials/Resources**

Recommended text: Glencoe Earth Science – Geology, The Environment, and The Universe.

**G. Computer Literacy and Technological Resources (if applicable)**

PLATO, EdOptions or equivalent

**H. Student Assessment**

In addition to the BASI assessment, students will be assessed regularly by teachers in the form of tests, quizzes, projects, and performances at teacher's discretion. Formative and Interim assessments will be given throughout the course to assess essential learning skills. Summative assessment will take place at the end of the course to determine mastery of skills.

## Course Syllabus – Earth Science

### Grade Level: 9

Course Description: Earth Science is a study of the physical Earth in our universe. The concepts studied will include the transfer of energy in the form of waves, astronomy, geology, weather, and the interaction between the systems of the Earth.

### Units of Study:

#### Waves

- Wave characteristics,
- Mechanical wave propagation
- Electromagnetic waves
- Wave behavior
- Nature of Light

#### Astronomy

- The Earth in Space
- The Sun
- Earth History and Geologic Time
- Gravitational Interactions

#### Geology

- Advanced Rock cycle
- Interior of the Earth
- Plate Tectonics Theory
- Earthquakes and Volcanoes
- Hydrology

#### Meteorology

- Oceans and Climate
- Severe Weather
- Climate Change

#### Earth Systems

- Earth Systems Overview
- Energy in Earth Systems
- Biogeochemical Cycles
- Resources and Human Impacts on Earth Systems

Primary Resources: Glencoe Earth Science: Geology, The Environment and the Universe.

Secondary/Supplemental Resources: PLATO, EdOptions or equivalent

Instruction: Instruction time will be spent in the following ways: lecture, individual activities, group activities, labs, and in-class assignments.

Grading: The purpose of grading in this class is to ascertain and to communicate, fairly and accurately, the academic achievement of each student. Grades will reflect assessment of individual student mastery of the course curriculum. Assessments will be based on individual achievement of established standards.

## Objective Centered Course Outline for Economics

**Course: Economics**

**Grade Level: 11-12**

### **A. High School Content Expectations**

K1.1-K1.10	E1.1-E1.4
P1.1-P1.5	E2.1-E2.2
P2.1-P2.5	E3.1-E3.2
P3.1-P3.3	E4.1
P4.1-P4.3	

### **B. Goals/Learning Objectives**

1. Explain and demonstrate how economic organizations confront scarcity and market forces when organizing, producing, using, and allocating resources to supply the marketplace.
2. Analyze how the functions and constraints of business structures, the role of price in the market, and relationships of investment to productivity and growth, impact competitive markets.
3. Compare how supply, demand, price, equilibrium, elasticity, and incentives affect the workings of a market.
4. Describe the varied ways government can impact the market through policy decisions, protection of consumers, and as a producer and consumer of goods and services, and explain how economic incentives affect government decisions.
5. Describe inflation, unemployment, output, and growth, and the factors that cause changes in those conditions, and describe the role of money and interest rates in national markets.
6. Analyze the role of government in the United States economy by identifying macroeconomic goals; comparing perspectives on government roles; analyzing fiscal and monetary policy; and describing the role of government as a producer and consumer of public goods and services. Analyze how governmental decisions on taxation, spending, protections, and regulation impact macroeconomic goals.
7. Explain how different economic systems, including free market, command, and mixed systems, coordinate and facilitate the exchange, production, distribution, and consumption of goods and services.
8. Describe how trade generates economic development and interdependence and analyze the resulting challenges and benefits for individuals, producers, and government.
9. Describe and demonstrate how the economic forces of scarcity and opportunity costs impact individual and household choices.

### **C. Essential Learning Skills**

1. Identify the risks, returns, and other characteristics of entrepreneurship
2. Compare and contrast the functions and constraints facing economic institutions
3. Explain the laws of supply and demand
4. Analyze the impact of change in public policy on consumers, producers, workers, savers, and investors

5. Analyze the role of government in protecting consumers and enforcing contracts
6. Analyze the ways in which local and state governments generate revenue
7. Explain the various functions of government in a market economy
8. Describe inflation, unemployment, output, and growth, and the factors that cause changes in those conditions, and describe the role of money and interest rates in national markets.
9. Analyze the role of government in the United States economy
10. Explain how different economic systems, including free market, command, and mixed systems, coordinate and facilitate the exchange, production, distribution, and consumption of goods and services.
11. Describe how trade generates economic development and interdependence and analyze the resulting challenges and benefits for individuals, producers, and government.
12. Describe and demonstrate how the economic forces of scarcity and opportunity costs impact individual and household choices.

**D. Topics of Study**

Individual, Business, and Government Choices  
 Competitive Markets  
 Prices, Supply, and Demand  
 Role of Government  
 Understanding National Markets  
 Role of Government in the United States Economy  
 Economic Systems  
 Economic Interdependence – Trade  
 Decision Making in Personal Finance

**E. Teaching/Learning Strategies**

Teachers will use a variety of teaching strategies to help students meet course objectives including, but not limited to, lecture, modeling, cooperative group work, hands-on activities, project-based learning, and independent student learning.

**F. Materials/Resources**

Recommended text: Glencoe Economics: Principles & Practices

**G. Computer Literacy and Technological Resources (if applicable)**

Textbook resources: [www.glencoe.com](http://www.glencoe.com)

**H. Student Assessment**

In addition to the BASI assessment, students will be assessed regularly by teachers in the form of tests, quizzes, projects, and performances at teacher's discretion. Formative and Interim assessments will be given throughout the course to assess essential learning skills. Summative assessment will take place at the end of the course to determine mastery of skills.





## Course Syllabus – Economics

**Grade Level: 11-12**

Course Description: This course concerns students' development of the understanding of the American mixed economic system, including its structure, function and operation. The course addresses microeconomic decision-making in the analysis of markets, including market participants' decisions regarding production, consumption and government regulation. On the macroeconomic level, students will study the behavior of the national economy: its economic indicators, business cycle, participants, as well as the role of the government both domestically and internationally.

Units of Study:

- Individual, Business, and Government Choices
- Competitive Markets
- Prices, Supply, and Demand
- Role of Government
- Understanding National Markets
- Role of Government in the United States Economy
- Economic Systems
- Economic Interdependence – Trade
- Decision Making in Personal Finance

Primary Resources: Glencoe Economics: Principles and Practices

Secondary/Supplemental Resources: textbook resources at [www.glencoe.com](http://www.glencoe.com)

Instruction: Instruction time will be spent in the following ways: lecture, individual activities, group activities, and in-class assignments.

Grading: The purpose of grading in this class is to ascertain and to communicate, fairly and accurately, the academic achievement of each student. Grades will reflect assessment of individual student mastery of the course curriculum. Assessments will be based on individual achievement of established standards.

## Language Arts

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### **English 6**

This course provides middle school students a strong foundation in grammar and the writing process. It emphasizes simple but useful composition and language mechanics strategies along with multiple opportunities for modeling practical, real-world writing situations that will enable students to improve their written communication skills quickly.

Writing labs where students compose extended essays and other genres with an emphasis on non-fiction. Through a variety of grade appropriate reading selections, students will develop a clear understanding of key literary genres and their distinguishing characteristics. These lessons and accompanying assignments, which allow students to compose their own literary pieces, will lay the groundwork for interpreting and appreciating literature in future courses. (32 lessons and submissions, 4 exams, 7 labs)

### **English 7**

This course integrates the study of writing and literature through the examination of a variety of genres. Students will identify the elements of composition in the reading selections to understand their function and effect on the reader. Practice is provided in narrative and expository writing. Topics include comparison and contrast, persuasive, and cause and effect essays, as well as descriptive and figurative language. Lessons are supplemented with vocabulary development, grammar, and syntax exercises, along with an introduction to verbal phrases and research tools. (36 submissions, 8 labs, 4 exams)

### **English 8**

This course extends the skills developed in English 7 through detailed study of parts of sentences and paragraphs to understand their importance to good writing. Students will also acquire study skills such as time management and test-taking strategies. Other topics include punctuation, word choice, syntax, varying sentence structure, subordination and coordination, detail and elaboration, effective use of reference materials, and proofreading. (36 submissions, 9 labs, 4 exams)

### **English 9/ I**

This course represents a completely new version of ninth grade language arts. A balance of literature and composition lessons will challenge high achieving students while providing adequate support and skill-development opportunities for those who need additional assistance with mastery. High interest reading selections, exercises that call for self-reflection, and extension activities that apply what is learned to real world situations combine to keep students actively involved in this standards-based course. (32 lessons and submissions, 5 labs, multiple journaling assignments, and 4 exams)

### **English II**

English II focuses on using personal experiences, opinions, and interests as a foundation for writing. Skills acquired in English I are reinforced and polished. Literary models are provided to demonstrate paragraph unity and a more sophisticated word choice. A research paper is required for completion of course. Topics include grammar, sentence and paragraph structure, organizing compositions, and the research paper. (36 submissions, 4 exams, 1 paper)

### **American Literature /English III**

This course surveys American authors and the historical development of literature in America. The course illustrates how the events in history and the cultural heritage of the times influenced the work of authors. The ability to analyze literary works is stressed. Topics include Puritanism, Deism, Neoclassicism, Romanticism, Transcendentalism, Realism, and Naturalism. (36 submissions, 4 exams)



## Language Arts

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### **English Literature/English IV \***

This course studies British literature in order of the historical time periods and shows the influence of cultural and historical change on the authors' themes. Composition skills are expanded with an emphasis on analyzing literary works. Topics include Chaucer and the Middle Ages, Shakespeare, the Cavalier Poets, and the Romantic, Victorian and Modern eras. (34 lessons and submissions, 4 exams)

\*Requires Shakespeare's Henry V



## **Math 6**

Math 6 explores basic math concepts and their applications. Students will increase their skill with decimals, fractions, percents, and ratios. The course provides tools for problem solving and includes an introduction to algebra and geometry. Among the topics studied are discrete math and probability, surface area, equations, statistics, and data analysis. (36 submissions, 4 exams)

## **Math 7**

Math 7 builds on material learned in earlier grades, including fractions, decimals, and percentages and introduces students to concepts they will continue to use throughout their study of mathematics. Among these are surface area, volume, and probability. Real-world applications facilitate understanding, and students are provided multiple opportunities to master these skills through practice problems within lessons, homework drills, and graded assignments within the Stars Suite® system. (36 submissions, 4 exams)

## **Consumer/Business Math**

Consumer Math focuses on reviewing and applying arithmetic skills utilized at home and in business. Students learn how to budget, spend, invest, and make everyday financial decisions. Topics include budgeting, computing income and property taxes, investing in the stock market, finding interest rates, analyzing statistics, and balancing financial accounts. (33 submissions, 4 exams)

## **Pre-Algebra**

Pre-Algebra sharpens students' arithmetic skills and illustrates abstract concepts by introducing linear equations, number patterns, the order of operations, linear inequalities, fractions, exponents, and factoring. Some basic components of geometry are discussed. (36 submissions, 4 exams)

## **Algebra I**

Algebra I represents a comprehensive study of all of the concepts required to meet state academic standards. With multiple opportunities for practice and review, students will easily master skills ranging from variables, linear equations, quadratic equations, function notation, and exponential functions. Homework assignments in addition to self-check practice problems found throughout each lesson reinforce the carefully guided instruction of the course. Enrichment activities invite students to explore connections between the concepts they have just learned and more advanced mathematical concepts or real-world applications. Math games and interactive graphs that students can manipulate to solve problems engage students in the learning process and strengthen their understanding of algebraic theory. (30 lessons and submissions, 4 exams)

## **Integrated Math**

This course provides an introduction to the concepts of Algebra I and Geometry. It covers linear equations, graphing lines, quadratic equations, function notation, rational expressions and equations, mathematical thinking, points, lines and planes, rays and angles, two column proofs, parallel lines, congruent triangles, inequalities, quadrilaterals, similarity, trigonometric relations, polygons and circles, geometric solids, coordinate geometry, graphing equations, counting and probability, and data analysis.

## **Geometry**

This comprehensive examination of geometric concepts designed to increase student understanding over time. Each lesson provides thorough explanations and builds on prior lessons. Step-by-step instruction and multiple opportunities for self check practice develop skills and confidence in students as they progress through the course. Animations, which allow students to manipulate angles or create shapes, such as triangles, engage students in learning and enhance mastery. Labs extend comprehension by giving students hand-on experiences. (21 lessons and submissions, 4 exams, 2 labs)



## **Algebra II**

Algebra II extends the algebraic functions learned in Algebra I by bringing in concepts of linear, quadratic, and simultaneous equations; laws of exponents; progression; binomial theorems; and logarithms. The second semester of the course also includes material on Conic Sections, Three Variable Systems of Equations and an Introduction to Trigonometry. (35 submissions, 4 exams)

## **Pre-Calculus**

Pre-calculus builds on algebraic concepts to prepare students for calculus. The course begins with a review of basic algebraic concepts and moves into operations with functions. Students will manipulate functions and their graphs. Pre-calculus also provides a detailed look at trigonometric functions, their graphs, the trigonometric identities, and the unit circle. Finally, students will be introduced to polar coordinates, parametric equations, and limits. (29 lessons and submissions, 4 exams)



## **Middle School Earth Science**

Middle School Earth Science combines clearly stated, comprehensive text and exciting interactive elements to keep students engaged and facilitate their mastery of required concepts and skills in the four areas of geology, meteorology, oceanography, and astronomy. Within each of these units will be lessons on environmental science as well, to help students understand how living and non-living systems interact. (35 lessons and submissions, 5 labs, and 4 exams)

## **Middle School Biology**

This course presents a detailed introduction to life sciences, including ecology and the environment, the basics of the cell, the theory of evolution, kingdoms of life (and viruses), and the human body systems. Students are guided through the scientific concepts and terminology with clear explanations and real-world examples that facilitate mastery. Practice problems and homework assignments reinforce the concepts and provide opportunities to apply new knowledge to personal experience, while labs and other exercises foster critical thinking. (31 submissions, 6 labs, 4 exams)

## **Biology**

Biology comprises units on ecology, cells, genetics, diversity of life, and human physiology. Within the units are multiple lessons that allow students to develop a clear understanding of the sometimes complex concepts at the root of life science. Students are kept engaged by a series of regular components such as "A Closer Look," which adds to the lesson content by correcting common misconceptions, using science to explain mythology, or suggesting other activities and topics for students to consider. "Think About It" sections pose questions to encourage students to reflect on the role of science in their lives and future, and labs offer opportunities for students to have hands-on experience with the concepts presented in previous lessons. Each lesson is complete in and of itself, but the concepts build on each other as the course progresses. Animations and interactive graphic elements keep students actively involved in the learning process. (30 lessons and submissions, 4 exams, 4 labs)

## **Physical Science**

The new edition eliminates the need for a separate textbook and provides numerous improvements over version one. In addition to units on physics and chemistry, the natural sciences that deal with non-living energy and matter, Version Two extends the study of inanimate matter to topics in astronomy and geology and broadens the student's understanding of the states of matter by applying them to weather and atmosphere. Each lesson concludes with a real world application of the lesson content so that students will come away from their study able to explain how that aspect of physical science affects their lives or the world about them. Many lessons provide a Try This side-bar section, with hands-on application of the content. (31 lessons and submissions, 4 labs, 4 exams)

## **Earth Science**

Earth Science surveys basic physical sciences such as geology, biology, meteorology, oceanography, astronomy, botany, and physics and their impact on the earth and its processes. Students are guided to a better understanding of how the earth and the universe are structured. (34 submissions, 6 labs, 4 exams)

## **Chemistry**

Chemistry covers chemical theory, descriptive chemistry, and the changes in matter and its properties. Students learn how to classify the different states of matter as well as how atoms and compounds are structured. Additional areas of discussion include chemical energetics, measurements, bonding, stoichiometry, ionization, hydrocarbons, oxidation and reduction. Simple lab experiments are required. (33 submissions, 14 labs, 4 exams)



### **Physics**

Physics introduces students to the physics of motion, properties of matter, force, heat, vector, light, and sound. Students learn the history of physics from the discoveries of Galileo and Newton to modern-day physicists. The course focuses more on explanation than calculation and will prepare the student for introductory quantitative physics at the college level. Additional areas of discussion include gases and liquids, atoms, electricity, magnetism, and nuclear physics. (24 submissions, 4 exams)





### **Middle School World History**

An engaging, standards-based course offers students an in-depth, but easily understood, view of the human experience from the earliest civilizations through the Age of Enlightenment. Interactive features allow students to apply their mastery of lessons through such activities as customizing maps and designing feudal villages. An audio pronunciation guide will assist students' ability to say and remember the names of unfamiliar people and places. Frequent self-check practice questions and homework assignments within the lessons prepare students for the accompanying submissions, while numerous brief- and extended-writing opportunities encourage students to reflect on new knowledge and to expand their critical thinking skills. (14 lessons and submissions, 2 exams, 9 labs)

### **Geography: An Introduction – 1 Semester**

This course introduces students to basic geographic terms and regions of the world. Within each region, the student will examine various aspects of physical and human geography. Special attention will be paid to understanding how the different regions interact in an increasingly global world. Practice exercises provide opportunities for students to apply these concepts to real life scenarios. (17 submissions, 2 labs, 2 exams)

### **Geography: A Comprehensive Study**

This course offering builds upon Geography: An Introduction, which was released during the 2008 term. The comprehensive study expands the lessons in the introductory course with case studies focusing on specific (and current) geography issues around the globe. Like the half-credit introduction, this newest geography course also includes a number of interactive maps as well as animations that enhance student understanding.

### **World History**

This course provides a thorough overview of the world's history from pre-historic times to the present. The focus is on major events, including the growth of political powers, social and economic developments, and the rise of civilization. The course identifies the inventions, historical figures, and ideas of the past which influence the present and future. Topics include the ancient world, the development of major religions, the Renaissance and Reformation, and the World Wars. (35 lessons and submissions, 4 exams)

### **World History Before 1815 – 1 Semester**

In this semester-long course, students study human events from the first use of agriculture thousands of years ago through the end of the French Revolution in 1815. Included are lessons on the ancient civilizations of Europe, Asia, Africa, and the Americas. Later lessons examine the great periods of global exploration and expansion, as well as scientific discovery. Also studied are the revolutions in England, America, and France. Another course, World History Since 1815, continues from 1815 to the present. Both of these courses are independent, stand-alone courses which may be taken separately or in sequence. (20 submissions, 2 exams)

### **World History Since 1815 – 1 Semester**

This semester-long course follows human history from the end of the French Revolution until the present day. Topics covered before the midterm include the Industrial Revolution, the African and Asian colonial experience, the rise of European Nationalism, and the horrors of World War I. In the second half students read about the rise of totalitarian ideologies of Fascism and Communism, World War II, the Cold War, Post-Colonial Africa, the Rise of Asian Economies, and the Global War on Terror. We recommend that students take this course after completing our World History Before 1815 course, but it can be taken as an independent course. (19 submissions, 2 exams)



### **World History Since 1500**

This year-long course follows human history from the Renaissance at the end of the Middle Ages (1500) until the present day. Topics covered in the first semester include the Renaissance, the Enlightenment, the French Revolution, Industrial Revolution, the African and Asian colonial experience, the rise of European Nationalism, and the horrors of World War I. In the second half students read about the rise of totalitarian ideologies of Fascism and Communism, World War II, the Cold War, Post-Colonial Africa, the Rise of Asian Economies, and the Global War on Terror. (25 submissions, 4 labs, 4 exams)

### **American History**

Examines the founding and development of the United States from the start of European exploration and settling of the original colonies to how they grew and became a powerful united nation. Topics covered include the pre-colonial cultures of Indigenous peoples, the arrival and impact of Europeans in North America, the Revolutionary War, Manifest Destiny, the Civil War, the Industrial Revolution, the United States in the 20th Century, and the influence of immigration on American society and culture. Also incorporated are instruction in the development of economics, politics, society, and the culture of America. (23 submissions, 4 exams)

### **American Government**

This course introduces students to a comprehensive survey of the operation and development of federal, state, county and city governments. The course examines all aspects of government: its statute making, diplomacy, labor policies, public finance, and the contrasts between national, state and local levels of government. Topics emphasize the branches of government, the checks and balance system of the national government, the separation of power, and the role of the government in promoting the interests of the people and involving itself in current topics. Other areas of discussion include the Constitution; civil rights and equality; the legislative, judicial and executive branches; the Federal Reserve System, and foreign policy. (24 lessons and submissions, 4 exams)

### **Economics**

This course introduces students to how decisions are made in the four areas of production. Topics include saving, spending, and borrowing; the law of supply and demand, the Federal Reserve System; sources of money supply; and how the government plays a unique role in an open market economy. (20 submissions, 4 exams)

### **Native American Studies: Historical Perspectives – 1 Semester**

This course examines the history of Native American people and tribes in North America from pre-Colonial times. The primary objective for this course is to enrich the knowledge and understanding of Native American people from a Native American perspective. For too long, the story of the Native American experience has been told from the viewpoint of the colonizer in American text books. In this course, we confront false images, stereotypes, inaccurate myths and distortions. This course is designed for both Native American and non-Native American students so everyone can better understand human similarities and differences as well as recognize the contributions that Native American people and cultures have made to the world. (18 lessons and submissions, 4 labs, 2 exams)

### **Native American Studies: Contemporary Perspectives – 1 Semester**

As a complement to Native American Studies: Historical Perspectives, this course takes a thematic approach to traditions and issues surrounding the Native American experience, including worldviews, spirituality, language, health, socio-economics, art, images in the media, contemporary professionals and organizations, veterans, and modern-day pow-wows. The last lesson expands to examine a global perspective by introducing issues of indigenous people worldwide. (15 lessons and submissions, 4 labs, 2 exams)



### **African American Studies: Historical Perspectives – 1 Semester**

African American Studies is a semester-long course that traces the experiences of Africans in the Americas from their first arrival in 1500 to the present day. In this course, students explore history, politics, and culture. Though the course proceeds in chronological order, the lessons are grouped thematically. Practice questions within the lessons offer students no-fault, periodic checks for understanding. "In Their Own Words" sections provide students interesting reading or audio excerpts from primary sources. Labs afford students additional experiences with original documents and sources by asking them to think creatively in response to writing assignments and other projects. Interactive games, maps, and timelines, along with video clips add high interest in the material. (16 lessons and submissions, 2 exams, 5 labs)

### **Consolidated Government – 1 Semester**

This course provides an overview of the operation and development of federal, state, county and city governments. It examines statute making, diplomacy, labor policies, public finance, and the contrasts between national, state and local levels of government. Topics emphasize the branches of government, the checks and balance system of the national government, the separation of power, and the role of the government in promoting the interests of the people and involving itself in current topics. Other areas of discussion include the Constitution; civil rights and equality; the legislative, judicial and executive branches; the Federal Reserve System, and foreign policy. This one semester course presents the essentials of government. (8 submissions, 2 exams)

### **Social Issues – 1 Semester**

Social Issues provides students an opportunity to research and reflect upon the questions and concerns confronting individuals and society today. It requires students to be able to employ higher level thinking skills. Each lesson creates a framework for an objective look at a single contemporary problem and asks students to identify, read, and digest recent literature covering that topic. Students are guided to read critically in order to develop and support an opinion about the issue.

Because the topics studied in this course require some maturity, Social Issues is best suited for juniors and seniors. Teachers are encouraged to study the Note to Teachers and the Table of Contents before enrolling students to determine the appropriateness of the content for their school and students.  
(16 lessons and submissions, 1 lab, 2 exams)

\*Social Issues is not recommended for Pre-Assessment or CRAM.



**Art History – 1 Credit**

Introduces students to the principles required for an analysis and evaluation of art. The first semester of the course offers a survey of developments in art from ancient India, China, and Japan; the Islamic civilization; Egyptian civilization, and Africa. It also examines Western art, beginning with Ancient Greece and ending with the High Renaissance in Western Europe. The second semester identifies major trends and movements in art and architecture since the Northern Renaissance and examines historical events and social movements that contributed to the development of periods, styles, and approaches to art. There are also lessons devoted to the rapid movement toward abstraction which occurred during the 20th century. Throughout the course, students are provided opportunities to analyze and think about art in critical and intelligent ways. (31 lessons and submissions, 4 exams)

**Computer Technology: An Introduction – 1 Semester**

Computer Technology: An Introduction is a semester-long course that emphasizes project-based learning where students will apply what they have studied to create formatted manuscripts, databases, spreadsheets, and other presentations utilizing a variety of computer tools. Additional units on the history of computers and basic technology concepts, proper and effective use of the Internet and the World Wide Web, and emerging technology and careers provide students with a strong foundation in 21st century skills for other STEM coursework. Students will need access to Microsoft Office programs to complete the assignments.

**Career Explorations – 1 Semester**

This semester course provides students opportunities to set personal and career goals while developing employability skills. Students are guided through exercises that teach them about career clusters and paths, educational options after high school, and practical job-seeking strategies such as completing applications, composing effective resumes and cover letters, and navigating the interview process. Students conduct research throughout the course and present their findings written and oral projects. (17 lessons and submissions, 2 exams)

**Health – 1 Semester**

Health teaches human anatomy and physiology and increases student awareness of healthy lifestyle choices and the importance of physical fitness. Topics discussed include: nutrition, fitness fundamentals, mental and emotional wellbeing, the effects of drugs, alcohol, and tobacco, the environment, and public health and infectious diseases, as well as safety, accident prevention, and first aid. (8 submissions, 2 exams)



### **Spanish I**

This initial entry in a planned program of multi-levels of languages, introduces a wide variety of new instructional features to our system. Through the study of Spanish I, students will have an opportunity to learn to speak the language and to experience the culture of Spanish-speaking countries. The primary focus of the course is to foster skills that will enable students to interact in daily life with other Spanish speakers and to communicate when traveling to Spanish-speaking regions.

Each lesson in Spanish I has interactive quizzes and games, and the entire course has audio support with over 1500 audio files. Students will be able to practice and test themselves as they read each lesson before taking the submission. The scope of this course will include mastery of the present tense and essential rules grammar, along with the development of an extensive vocabulary for use in both oral and written expression. For this course, students and teachers will need computers with either audio speakers or headphones.  
(31 lessons and submissions, 4 exams, 3 labs)

### **Spanish II – 1 Credit**

Students are taken beyond the introduction to the Spanish language and culture found in Spanish I and their knowledge of grammar and vocabulary extended. It begins with a quick review of basic vocabulary and grammar. Subsequent lessons are organized thematically to build vocabulary common to events and activities encountered in daily life. Students will learn the preterite and imperfect tenses and when to use each, as well as the future and progressive tenses. Also studied are the proper use of object pronouns, appropriate word endings to indicate gender and size, and a variety of conventions found in Spanish. A cultural component is tied into each lesson's theme.

Frequent opportunities to complete practice exercises offer formative assessments of students' grasp of the material. Audio clips of speakers from various Spanish-speaking regions allow students to hear and model pronunciation of new vocabulary and conversations. Interactive quizzes and activities, along with engaging labs, support and extend the student's mastery of Spanish. (27 lessons and submissions, 4 exams, 3 labs)



## Objective Centered Course Outline

Course: American Literature

Grade Level: 10

### **A. High School Content Expectations**

CE I.1.1 – CE I.1.8  
CE I.2.1 – CE I.2.4  
CE I.3.1 – CE I.3.9  
CE I.4.1 – CE I.4.7  
CE I.5.1 – CE I.5.5  
CE II.1.1 – CE II.1.12  
CE II.2.1 – CE II.2.3  
CE II.3.1 – CE II.3.8  
CE III.1.1 – CE III.1.10  
CE III.2.1 – CE III.2.5  
CE III.3.1 – CE III.3.6  
CE III.4.1 – CE III.4.4  
CE IV.1.1 – CE IV.1.5  
CE IV.2.1 – CE IV.2.5

### **B. Goals/Learning objectives**

1. Connect with and respond to texts through critical response and stance
2. Identify characteristics of different genres of text, and evaluate texts for validity and quality
3. Expand individual perspectives promoting empathy, social action, and appropriate uses of power
4. Mastery of grade level grammar and vocabulary
5. Analyze narrative texts for meaning beyond the literal level
6. Identify characteristics of different literary movements and periods
7. Be able to connect texts on an abstract level
8. Identify characteristics of different organizational patterns in informational text
9. Demonstrate use of reading comprehension strategies to deconstruct texts
10. Consider themes, different points of view, and characterization within and across texts
11. Utilize writing process to write a persuasive essay
12. Demonstrate understanding of different language patterns and their impact on the literature.
13. Differentiate irony from satire
14. Understand literary elements as they apply to course literature.
15. Understand literary devices as they apply to course literature.
16. Practice goal-setting and self-evaluation strategies for improving individual reading, writing, listening, and speaking skills.

### **C. Essential Learning Skills**

1. Literary Analysis essay
2. Persuasive writing
3. Research writing

4. Comparison/Contrast
5. Sentence Structure
6. Pronoun usage
7. Quotations
8. Simile
9. Metaphor
10. Onomatopoeia
11. Personification
12. Hyperbole
13. Diction
14. Connotation/Denotation
15. Irony/Satire
16. Tone
17. Mood
18. Point of View
19. Paragraph Structure
20. Essay Organization
21. Vocabulary Development
22. Grammar Mechanics and Usage

#### **D. Topics of Study**

##### **Writing**

- Literary analysis: Character, Theme
- Persuasive essay
- Research essay
- Comparative essay
- Descriptive essay
- Journals
- Grade level grammar and vocabulary enrichment

##### **Genres**

- Literary nonfiction
- American novel
- Drama
- Short stories

##### **Periods in literature**

- American Colonial poetry
- Renaissance poetry and essays
- Romanticism
- Post WWII drama
- Transcendentalism
- Realism
- Naturalism
- Literary Modernism
- Harlem Renaissance

#### **E. Teaching/Learning strategies**

Teachers will use a variety of teaching strategies to help students meet course objectives including, but not limited to, lecture, modeling, cooperative group work, hands-on activities, project-based learning, and independent student learning.

#### **F. Materials/Resources**

Holt, Rinehart, Winston: Elements of Literature: American Literature  
The Crucible by Arthur Miller

#### **G. Computer Literacy and Technological Resources (if applicable)**

[www.readwritethink.org](http://www.readwritethink.org)

#### **H. Student Assessment**

In addition to the BASI assessment, students will be assessed regularly by teachers in the form of tests, quizzes, projects, and performances at teacher's discretion. Formative and Interim assessments will be given throughout the course to assess essential learning skills. Summative assessment will take place at the end of the course to determine mastery of skills.



## Course Syllabus – American Literature

**Grade Level: 10**

Course Description: American Literature is the second step in the high school English series. This course will focus on American Literature and introduce students to different literary movements and periods in American history. Students will continue to apply reading, writing, speaking, and listening skills and apply them to all genres of literature.

Units of Study:

### Writing

- Literary analysis: Character, Theme
- Persuasive essay
- Comparative essay
- Descriptive essay
- Journals
- Grade level grammar and vocabulary enrichment
  - Sentence structures, pronoun usage, quotations

### Genres

- Literary nonfiction
- American novel
- Drama
- Poetry
  - Simile, metaphor, personification, hyperbole, metaphor, onomatopoeia, diction, connotation, denotation
- Short stories
- Literary terms
  - Irony (dramatic, situational, verbal), foreshadowing, tone, mood, point of view

### Periods in literature

- American Colonial poetry
- Renaissance poetry and essays
- Romanticism
- Post WWII drama
- Transcendentalism
- Realism
- Naturalism
- Literary Modernism
- Harlem Renaissance

**\*\* note:** other literature genres may be added to course at teacher's discretion either as separate units of study or integrated into existing units.

Required text: The Crucible by Arthur Miller

Recommended text(s):

Holt, Rinehart, Winston: Elements of Literature grade 10;  
The Adventures of Huckleberry Finn by Mark Twain  
Tuesdays With Morrie by Mitch Albom

A Raisin in the Sun by Lorraine Hansbury

Literature themes: Power of the individual, courage, relationships, human motivation,

Instruction: Instruction time will be spent in the following ways: lecture, individual activities, group activities, and in-class assignments.

Grading: The purpose of grading in this class is to ascertain and to communicate, fairly and accurately, the academic achievement of each student. Grades will reflect assessment of individual student mastery of the course curriculum. Assessments will be based on individual achievement of established standards.

## Objective Centered Course Outline

Course: British Literature

Grade Level: 11

### A. High School Content Expectations

CE I.1.1 – CE I.1.8	CE II.3.1 – CE II.3.8
CE I.2.1 – CE I.2.4	CE III.1.1 – CE III.1.10
CE I.3.1 – CE I.3.9	CE III.2.1 – CE III.2.5
CE I.4.1 – CE I.4.7	CE III.3.1 – CE III.3.6
CE I.5.1 – CE I.5.5	CE III.4.1 – CE III.4.4
CE II.1.1 – CE II.1.12	CE IV.1.1 – CE IV.1.5
CE II.2.1 – CE II.2.3	CE IV.2.1 – CE IV.2.5

### B. Goals/Learning objectives

1. Connect with and respond to texts through transformational thinking
2. Identify characteristics of different genres of text, and evaluate texts for validity and quality
3. Consider themes, different points of view, and characterization within and across texts
4. Mastery of grade level grammar and vocabulary
5. Analyze literal meaning, author's craft, and interpretation
6. Discover and transfer abstract themes and big ideas to new situations
7. Consider the political assumptions underlying a text and the impact of the work on society
8. Use research to solve problems, provide criteria, and generate new knowledge
9. Monitor individual growth by using literacy indicators
10. Understand literary elements as they apply to course literature.
11. Understand literary devices as they apply to course literature.
12. Utilize writing process and research strategies to create a research paper on a given or chosen topic.
13. Demonstrate ability to use in-text citations in correct MLA format.
14. Create a works cited page correctly citing sources used in research in correct MLA format

### C. Essential Learning Skills

1. Symbol
2. Cause/effect
3. Reference pages/Bibliography
4. Tragic hero/tragic flaw
5. Dramatic structure
6. Theme/motif
7. Parallelism
8. Modifiers
9. Shifted constructions
10. Essay Organization
11. Paragraph Structure
12. Sentence Structure
13. Vocabulary Development

## 14. Grammar Mechanics and Usage

### D. Topics of Study

- Anglo-Saxon and Medieval literature
- Elizabethan drama
- Shakespearean sonnets
- English Renaissance Literature
- Literature from the Restoration
- 18<sup>th</sup> century literature
- Romantic period
- Science fiction
- Contemporary realistic fiction
- Contemporary world literature

### E. Teaching/Learning strategies

Teachers will use a variety of teaching strategies to help students meet course objectives including, but not limited to, lecture, modeling, cooperative group work, hands-on activities, project-based learning, and independent student learning.

### F. Materials/Resources

Holt, Rinehart, Winston: Elements of Literature: British Literature  
Frankenstein by Mary Shelley

### G. Computer Literacy and Technological Resources (if applicable)

[www.readwritethink.org](http://www.readwritethink.org)

### H. Student Assessment

In addition to The BASI assessment, students will be assessed regularly by teachers in the form of tests, quizzes, projects, and performances at teacher's discretion. Formative and Interim assessments will be given throughout the course to assess essential learning skills. Summative assessment will take place at the end of the course to determine mastery of skills.

## Course Syllabus – British Literature

Grade Level: 11

Course Description: British Literature is the third step in the high school English series following American Literature in grade 10. Students will continue to apply reading, writing, speaking, and listening skills and apply them to all genres of literature.

### Units of Study:

#### Writing:

- Literary analysis: Symbol
- Cause and Effect
- Research
  - Using sources: Set up of quotations, correct usage of quotations, paraphrasing vs. quotations, citation of sources

#### Genres:

- Literary nonfiction
- Novel study
- Poetry
- Drama

#### Grade level grammar and vocabulary:

- Misplaced and dangling modifiers
- Parallelism
- Shifted constructions (Pronoun/antecedent, verb tense)
- Theme – motif
- Symbolism
- Tragic hero – tragic flaw

\*\* note: other literature genres may be added to course at teacher's discretion either as separate units of study or integrated into existing units.

Required text: Frankenstein – by Mary Shelley

Recommended text(s): Holt, Rinehart, Winston: Elements of Literature: British Literature

Beowulf

The Canterbury Tales (excerpts)

Arthurian legends – Sir Gawain and the Green Knight

Hamlet

Lord of the Flies

Literature themes: Universal truths of human nature, Role of technology in society, Civilization as structure.

Instruction: Instruction time will be spent in the following ways: lecture, individual activities, group activities, and in-class assignments.

Grading: The purpose of grading in this class is to ascertain and to communicate, fairly and accurately, the academic achievement of each student. Grades will reflect assessment of individual student mastery of the course curriculum. Assessments will be based on individual achievement of established standards.

## Objective Centered Course Outline

**Course: World Literature**

**Grade Level: 12**

### **A. High School Content Expectations**

CE I.1.1 – CE I.1.8  
CE I.2.1 – CE I.2.4  
CE I.3.1 – CE I.3.9  
CE I.4.1 – CE I.4.7  
CE I.5.1 – CE I.5.5  
CE II.1.1 – CE II.1.12  
CE II.2.1 – CE II.2.3  
CE II.3.1 – CE II.3.8  
CE III.1.1 – CE III.1.10  
CE III.2.1 – CE III.2.5  
CE III.3.1 – CE III.3.6  
CE III.4.1 – CE III.4.4  
CE IV.1.1 – CE IV.1.5  
CE IV.2.1 – CE IV.2.5

### **B. Goals/Learning objectives**

1. Connect with and respond to texts through transformational thinking
2. Identify characteristics of different genres of text, and evaluate texts for validity and quality
3. Consider themes, different points of view, and characterization within and across texts
4. Mastery of grade level grammar and vocabulary
5. Analyze literal meaning, author's craft, and interpretation
6. Discover and transfer abstract themes and big ideas to new situations
7. Consider the political assumptions underlying a text and the impact of the work on society
8. Use research to solve problems, provide criteria, and generate new knowledge
9. Assume ownership of academic literary progress
10. Understand literary elements as they apply to course literature.
11. Understand literary devices as they apply to course literature.
12. Utilize knowledge of themes in literature to discover purpose and leadership potential

### **C. Essential Learning Skills**

1. Literary Analysis
2. Social action research
3. Evaluation and critical response
4. Leadership skills
5. Essay Organization
6. Paragraph Structure
7. Sentence Structure

- 8. Vocabulary Development
- 9. Grammar Mechanics and Usage

#### **D. Topics of Study**

- Folklore
- Historical fiction
- Modernism
- Post-Colonial World Literature
- Satire, allegory, fable
- Literature of the Jazz Age
- Literature of the Great Depression
- Classic Greek Tragedy

#### **E. Teaching/Learning strategies**

Teachers will use a variety of teaching strategies to help students meet course objectives including, but not limited to, lecture, modeling, cooperative group work, hands-on activities, project-based learning, and independent student learning.

#### **F. Materials/Resources**

Holt, Rinehart, Winston: Elements of Literature: Grade 12  
The Great Gatsby by F. Scott Fitzgerald

#### **G. Computer Literacy and Technological Resources (if applicable)**

[www.readwritethink.org](http://www.readwritethink.org)

#### **H. Student Assessment**

In addition to the BASI assessment, students will be assessed regularly by teachers in the form of tests, quizzes, projects, and performances at teacher's discretion. Formative and Interim assessments will be given throughout the course to assess essential learning skills. Summative assessment will take place at the end of the course to determine mastery of skills.



## Course Syllabus – World Literature

### Grade Level: 12

Course Description: World Literature is the final step in the high school English series following English 11. Students will develop a world perspective by analyzing classic and contemporary texts in a variety of genres. Students will also use themes in literature to identify individual purpose and leadership skills. Students will continue to apply reading, writing, speaking, and listening skills and apply them to all genres of literature.

### Units of Study:

#### Writing:

- Literary analysis:
- Research
  - Research and social action based on the ELA framework

#### Genres:

- Literary nonfiction
- Novel study
- Poetry
- Drama

Grade level grammar and vocabulary: Review of all grade level grammar and vocabulary objectives

\*\* note: other literature genres may be added to course at teacher's discretion either as separate units of study or integrated into existing units.

Required text: Night by Elie Wiesel

Recommended text(s): Holt, Rinehart, Winston: Elements of Literature: Grade 12

Night by Elie Wiesel

Antigone by Sophocles

Animal Farm by George Orwell

Things Fall Apart by Chinua Achebe

Their Eyes Were Watching God by Zora Neale Hurston

1984 by George Orwell

Literature themes: Leadership qualities, power through conviction, use and abuse of power, civic responsibility, social mobility, civil disobedience, and youth activism.

Instruction: Instruction time will be spent in the following ways: lecture, individual activities, group activities, and in-class assignments.

Grading: The purpose of grading in this class is to ascertain and to communicate, fairly and accurately, the academic achievement of each student. Grades will reflect assessment of individual student mastery of the course curriculum. Assessments will be based on individual achievement of established standards.

## Objective Centered Course Outline

Course: Literature and Language

Grade Level: 9

### A. High School Content Expectations

CE I.1.1 – CE I.1.8	CE III.2.1 – CE III.2.5
CE I.2.1 – CE I.2.4	CE III.3.1 – CE III.3.6
CE I.3.1 – CE I.3.9	CE III.4.1 – CE III.4.4
CE I.4.1 – CE I.4.7	CE IV.1.1 – CE IV.1.5
CE I.5.1 – CE I.5.5	CE IV.2.1 – CE IV.2.5
CE II.1.1 – CE II.1.12	
CE II.2.1 – CE II.2.3	
CE II.3.1 – CE II.3.8	
CE III.1.1 – CE III.1.10	

### B. Goals/Learning objectives

1. Demonstrate knowledge and application of reading comprehension strategies using a variety of text genres
2. Mastery of grade level grammar and vocabulary (convention use, mechanics, syntax, diction, proofreading marks, identifying words in context, academic vocabulary, descriptive words)
3. Define and identify within texts grade level literary elements (elements of fiction such as plot, setting, conflict, theme, character, mood, and tone) and literary devices (figurative language, hyperbole, narration, foreshadowing)
4. Demonstrate ability to summarize text and synthesize information from multiple texts.
5. Demonstrate ability to make connections between literary texts and real life by writing literary responses to selected texts.
6. Show understanding of all steps of writing process
7. Demonstrate understanding of student goal setting and self-evaluation strategies by setting personal learning goals.
8. Demonstrate understanding of course themes by applying and analyzing themes in selected literature.
9. Demonstrate knowledge of public speaking techniques (speech writing, identifying audience, volume, eye contact, tempo, etc)
10. Demonstrate ability to form a thesis or hypothesis and support with evidence
11. Share ideas in small and whole-group discussion
12. Listen with empathy
13. Develop individual perspectives regarding self-reliance, choices, and personal responsibility

### C. Essential Learning Skills

1. Genre
2. Sentence Structure
3. Punctuation
4. Capitalization
5. Subject/verb agreement
6. Homonyms

7. Verb tense
8. Possessive Plurals
9. Paragraph Structure
10. Writing process
11. Plot
12. Character/Characterization
13. Theme
14. Line/stanza
15. Rhyme scheme
16. Alliteration
17. Assonance
18. Summary
19. Personal narrative
20. Literary response
21. Public speaking skills
22. Grammar Mechanics and Usage
23. Essay Organization
24. Vocabulary Development

#### **D. Topics of Study**

##### Reading comprehension

- Reading strategies
- Text characteristics
- Identifying genre
- Critical reading
- Note taking

##### Introduction to writing

- Writing process: Paragraph structure, writing essays
- Characteristics of good writing
- Summary
- Personal narrative
- Response to literature/Reflective essay
- Grade level grammar and vocabulary enrichment

##### Public Speaking

Contemporary Realistic novel

Epic Poetry

Shakespearean Tragedy/Drama

#### **E. Teaching/Learning strategies**

Teachers will use a variety of teaching strategies to help students meet course objectives including, but not limited to, lecture, modeling, cooperative group work, hands-on activities, project-based learning, and independent student learning.

#### **F. Materials/Resources**

Holt, Rinehart, Winston: Elements of Literature grade 9

Romeo and Juliet by William Shakespeare

To Kill a Mockingbird by Harper Lee

#### **G. Computer Literacy and Technological Resources (if applicable)**

**[www.readwritethink.org](http://www.readwritethink.org)**

#### **H. Student Assessment**

In addition to the BASI assessment, students will be assessed regularly by teachers in the form of tests, quizzes, projects, and performances at teacher's discretion. Formative and Interim assessments will be given throughout the course to assess essential learning skills. Summative assessment will take place at the end of the course to determine mastery of skills.

## Course Syllabus – Literature and Language

### Grade Level: 9

Course Description: Literature and Language is the introductory course to High School English. The information in this course will serve as the building blocks to the remaining English courses. Students will learn and practice reading, writing, speaking, and listening skills and apply them to all genres of literature.

### Units of Study:

#### Reading comprehension

- Reading strategies
- Text characteristics
- Identifying genre
- Critical reading
- Note taking
- Literary terms (narrative and poetry)
  - Plot pattern, setting, conflict, protagonist, antagonist
  - Character – types (static, dynamic), methods of characterization
  - Theme – difference between theme and moral, difference between theme and topic
  - Poetry – line, stanza, rhyme scheme, alliteration, assonance

#### Introduction to writing

- Writing process: Paragraph structure, writing essays
- Characteristics of good writing
- Summary
- Personal narrative
- Response to literature/Reflective essay
- Grade level grammar and vocabulary enrichment
  - Sentence structure, punctuation, capitalization, homonyms, subject/verb agreement, verb tense, possessive plurals

#### Public Speaking

#### Contemporary Realistic novel

#### Epic Poetry

#### Shakespearean Tragedy/Drama

\*\* note: other literature genres may be added to course at teacher's discretion either as separate units of study or integrated into existing units.

Required text: Romeo and Juliet by William Shakespeare

#### Recommended text(s):

Holt, Rinehart, Winston: Elements of Literature grade 9;

To Kill a Mockingbird by Harper Lee

The Odyssey by Homer (excerpts)

Literature themes: Self-reliance, choices, personal responsibility

Instruction: Instruction time will be spent in the following ways: lecture, individual activities, group activities, labs, and in-class assignments.

Grading: The purpose of grading in this class is to ascertain and to communicate, fairly and accurately, the academic achievement of each student. Grades will reflect assessment of individual student mastery of the course curriculum. Assessments will be based on individual achievement of established standards.

## Objective Centered Course Outline

Course: Geometry

Grade Level: 10, 11

### A. High School Content Expectations

L1.1: L1.1.6  
L1.2: L1.2.3  
L2.1: L2.1.6  
L3.1: L3.1.1  
L4.1: L4.1.1 – L4.1.3  
L4.2: L4.2.1 – L4.2.4  
L4.3: L4.3.1 – L4.3.3  
G1.1: G1.1.1 – G1.1.6  
G1.2: G1.2.1 – G1.2.5  
G1.3: G1.3.1 – G1.3.3  
G1.4: G1.4.1 – G1.4.4  
G1.5: G1.5.1 – G1.5.2  
G1.6: G1.6.1 – G1.6.4  
G1.8: G1.8.1 – G1.8.2  
G2.1: G2.1.1 – G2.1.3  
G2.2: G2.2.1 – G2.2.2  
G2.3: G2.3.1 – G2.3.5  
G3.1: G3.1.1 – G3.1.3  
G3.2: G3.2.1 – G3.2.2

### B. Goals/Learning Objectives

1. Estimate or calculate the length of a line segment based on other lengths given on a geometric figure.
2. Exhibit knowledge of the angles associated with parallel lines and compute their measures.
3. Compute the perimeter of polygons when all side lengths are given.
4. Exhibit knowledge of basic angle properties and special sums of angle measures (90, 180, 360)
5. Find the midpoint of a line segment.
6. Use several angle properties to find an unknown angle measure.
7. Compute the area and circumference of circles after identifying necessary information.
8. Use distance formula.
9. Use properties of triangles to prove congruence.
10. Use geometric formulas when all necessary information is given.
11. Apply properties of triangles to prove similarity.
12. Use properties of right triangles to determine information about unknown sides and angles (30-60-90, 45-45-90).
13. Compute the area of polygons when dimensions are given.
14. Use Pythagorean Theorem.
15. Compute surface area and volume of three dimensional figures.
16. Use relationships among angles, arcs, and distances in a circle.

17. Compute the area of composite geometric figures when planning or visualization is required.

### **C. Essential Learning Skills**

1. Line segments
2. Angles and angle properties
3. Parallel lines
4. Polygons
5. Midpoint formula
6. Circumference
7. Distance Formula
8. Properties of triangles
9. Geometric formulas
10. Area
11. Pythagorean Theorem
12. 3-d figures
13. Arcs
14. Circles

### **D. Topics of Study**

- Tools of Geometry
- Reasoning and Proof
- Parallel and Perpendicular Lines
- Congruent Triangles
- Relationships within Triangles
- Quadrilaterals
- Similarity
- Right Triangles and Trigonometry
- Area
- Surface Area and Volume
- Circles
- Transformations

### **E. Teaching/Learning Strategies**

Teachers will use a variety of teaching strategies to help students meet course objectives including, but not limited to, lecture, modeling, cooperative group work, hands-on activities, project-based learning, and independent student learning.

### **F. Materials/Resources**

Holt Geometry, 2008, calculator, graphing paper, computer, spreadsheet software, ruler, manipulatives, compass, right angle



**G. Computer Literacy and Technological Resources (if applicable)**

PLATO, EdOptions, or equivalent

**H. Student Assessment**

In addition to the BASI assessment, students will be assessed regularly by teachers in the form of tests, quizzes, projects, and performances at teacher's discretion. Formative and Interim assessments will be given throughout the course to assess essential learning skills. Summative assessment will take place at the end of the course to determine mastery of skills.

## Course Syllabus – Geometry

**Grade Level: 10, 11**

Course Description: Geometry is a full year course that is a logical progression for students who have completed Algebra I. It is the study of shape, its structure and measure. Students will learn in-depth descriptions, characteristics, relationships and computations related to geometric figures. Geometry will be the platform for learning about reasoning and proof. Techniques of algebra will be used in geometric applications.

Units of Study:

Tools of Geometry  
Reasoning and Proof  
Parallel and Perpendicular Lines  
Congruent Triangles  
Relationships within Triangles  
Quadrilaterals; Similarity  
Right Triangles and Trigonometry  
Area  
Surface Area and Volume  
Circles  
Transformations

Primary Resources: Holt Geometry, 2008

Secondary/Supplemental Resources: PLATO, EdOptions or equivalent

Instruction: Instruction time will be spent in the following ways: lecture, individual activities, group activities, labs, and in-class assignments.

Grading: The purpose of grading in this class is to ascertain and to communicate, fairly and accurately, the academic achievement of each student. Grades will reflect assessment of individual student mastery of the course curriculum. Assessments will be based on individual achievement of established standards.

## Objective Centered Course Outline

Course: U.S. Government

Grade Level: 11-12

### A. High School Content Expectations

K1.1-K1.10	C1.1-C1.2	C6.1-C6.2
P1.1-P1.5	C2.1-C2.2	
P2.1-P2.5	C3.1-C3.5	
P3.1-P3.3	C4.1-C4.2	
P4.1-P4.3	C5.1-C5.5	

### B. Goals/Learning Objectives

1. Explain the meaning of civic life, politics, and government
2. Describe constitutional government and contrast it with other forms of government
3. Explain the fundamental ideas and principles of American constitutional government and their philosophical and historical origins
4. Explain how the American idea of constitutional government has shaped a distinctive American society
5. Describe how the national government is organized and what it does
6. Identify how power and responsibility are distributed, shared, and limited in American constitutional government
7. Describe how state and local governments are organized and what they do
8. Explain why the rule of law has a central place in American society
9. Describe the role of political parties, interest groups, the media, and individuals in determining and shaping public policy
10. Describe the formation and implementation of U.S. foreign policy
11. Identify the roles of the United States of America in international institutions and affairs
12. Describe the meaning of citizenship in the United States
13. Describe how one becomes a citizen in the United States
14. Identify the rights of citizenship
15. Identify the responsibilities associated with citizenship in the United States and the importance of those responsibilities in a democratic society
16. Explain why particular dispositions in citizens are considered important to the preservation of American constitutional government
17. Use forms of inquiry and construct reasoned arguments to engage in public discourse around policy and public issues
18. describe multiple opportunities for citizens to participate in civic life

### C. Essential Learning Skills

1. Identify and understand characteristics of democracy
2. Identify and understand characteristics of Federalism
3. Distinguish between personal and civic responsibilities and describe how they can sometimes conflict with each other
4. Identify, distinguish among, and provide examples of different forms of governmental structures

5. Demonstrate understanding of global perspectives
6. Apply concept of public policy
7. Differentiate federal/state government
8. Understand the powers and limits on powers in the American constitutional government
9. Explain the historical and philosophical origins of American constitutional government
10. Identify and explain the fundamental values of America's constitutional republic
11. Identify and define states' reserved and concurrent powers
12. Explain why the rule of law has a central place in American society
13. Describe the origin and the evolution of political parties and their influence
14. Identify and evaluate major foreign policy positions
15. Describe how different political systems interact in world affairs with respect to international issues
16. Compare the rights of citizenship Americans have as a member of a state and the nation
17. Describe how one becomes a citizen in the United States
18. Identify the personal, political, and economic rights of citizens in the United States

#### **D. Topics of Study**

Nature of Civic Life, Politics, and Government  
 Alternative Forms of Government  
 Origins of American Constitutional Government  
 Foundational Values and Constitutional Principles of American Government  
 Structure, Functions, and Enumerated Powers of National Government  
 Powers and Limits on Powers  
 Structure and Functions of State and Local Governments  
 System of Law and Laws  
 Other Actors in the Policy Process  
 Formation and Implementation of U.S. Foreign Policy  
 U.S. Role in International Institutions and Affairs  
 The Meaning of Citizenship in the United States of America  
 Becoming a Citizen  
 Rights of Citizenship  
 Responsibilities of Citizenship  
 Dispositions of Citizenship  
 Civic Inquiry and Public Discourse  
 Participating in Civic Life

#### **E. Teaching/Learning Strategies**

Teachers will use a variety of teaching strategies to help students meet course objectives including, but not limited to, lecture, modeling, cooperative group work, hands-on activities, project-based learning, and independent student learning.

#### **F. Materials/Resources**

Recommended text: Glencoe United States Government: Democracy in Action

**G. Computer Literacy and Technological Resources (if applicable)**

Textbook resources at [www.glencoe.com](http://www.glencoe.com)

**H. Student Assessment**

In addition to the BASI assessment, students will be assessed regularly by teachers in the form of tests, quizzes, projects, and performances at teacher's discretion. Formative and Interim assessments will be given throughout the course to assess essential learning skills. Summative assessment will take place at the end of the course to determine mastery of skills.

## Course Syllabus – Government

**Grade Level: 11-12**

Course Description: U.S. Government examines the Constitution with its basic terms and principles. This includes an analysis of governmental power and of the corresponding individual rights and responsibilities, with an emphasis on the structure, function, and operation of the federal government.

Units of Study:

- Nature of Civic Life, Politics, and Government
- Alternative Forms of Government
- Origins of American Constitutional Government
- Foundational Values and Constitutional Principles of American Government
- Structure, Functions, and Enumerated Powers of National Government
- Powers and Limits on Powers
- Structure and Functions of State and Local Governments
- System of Law and Laws
- Other Actors in the Policy Process
- Formation and Implementation of U.S. Foreign Policy
- U.S. Role in International Institutions and Affairs
- The Meaning of Citizenship in the United States of America
- Becoming a Citizen
- Rights of Citizenship
- Responsibilities of Citizenship
- Dispositions of Citizenship
- Civic Inquiry and Public Discourse
- Participating in Civic Life

Primary Resources: Glencoe United States Government: Democracy in Action

Secondary/Supplemental Resources: textbook resources at [www.glencoe.com](http://www.glencoe.com)

Instruction: Instruction time will be spent in the following ways: lecture, individual activities, group activities, labs, and in-class assignments.

Grading: The purpose of grading in this class is to ascertain and to communicate, fairly and accurately, the academic achievement of each student. Grades will reflect assessment of individual student mastery of the course curriculum. Assessments will be based on individual achievement of established standards.

## Course Syllabus -- Health and Nutrition

**Grade Level: 9-12**

Course Description: Through health education, students learn to obtain, interpret, and apply health information and services in ways that protect and promote personal and family health. All students will access valid health information, analyze the influence of cultural beliefs, media, and technology on health, use goal setting to enhance health.

Topics of Study:

- Healthy/Unhealthy Management of Weight
- How to Evaluate Nutrition Information of Food
- The Impact of Nutrient-Dense versus Low-Nutrient Foods on Health Conditions
- Meal Planning According to the Federal Guidelines
- Evaluation of Personal Nutrient and Physical Activity Needs
- Barriers to Healthy Eating and Physical Activity
- Creating Personal Plans for Nutrition, Physical Activity and Maintaining Healthy Weight
- Alcohol, Tobacco and other Drugs
- Safety
- Understanding causes and effects of HIV/AIDS, STIs and other communicable diseases

Primary Resources: Decisions for Health (Holt-Harcourt)  
[Http://www.cdc.gov/mmwr/preview/mmwrhtml/00042446](http://www.cdc.gov/mmwr/preview/mmwrhtml/00042446)

Instruction: Instruction time will be spent in the following ways: lecture, individual activities, group activities, and in-class assignments.

Grading: The purpose of grading in this class is to ascertain and to communicate, fairly and accurately, the academic achievement of each student. Grades will reflect assessment of individual student mastery of the course curriculum. Assessments will be based on individual achievement of established standards.

## Objective Centered Course Outline

**Course: Physical Education**

**Grade Level: 9-12**

### **A. High School Content Expectations**

5.1, 6.1, 6.2, 7.1, 7.2, 8.1, 8.2, 9.1, 9.2, 11.1

### **B. Goals/Learning Objectives**

All students will:

1. Demonstrate selected fundamental locomotor skills
2. Demonstrate selected fundamental object control skills
3. Demonstrate selected postural, non-locomotor and body control (movement) skills
4. Demonstrate selected fundamental rhythmical skills
5. Participate successfully in selected health –enhancing, lifelong physical activities
6. Develop and maintain healthy levels of cardio-respiratory endurance
7. Develop and maintain healthy levels of muscular strength and endurance
8. Develop and maintain healthy levels of flexibility of selected joints of the body
9. Develop and maintain healthy levels of body composition
10. Apply the concepts of body awareness, time, space, direction and force to movement
11. Apply the effects of physical activity and nutrition on the body
12. Demonstrate appropriate behavior in a selected physical activity

### **C. Essential Learning Skills**

- Loco motor skills
- Object control skills
- Postural, non-loco motor and body control skills
- Rhythmical skills
- Cardio-respiratory endurance
- Muscular strength and endurance
- Flexibility
- Body composition
- Apply the concepts of body awareness, time, space, direction and force to movement
- Apply the effects of physical activity and nutrition on the body
- Demonstrate appropriate behavior in a selected physical activity

### **D. Topics of Study**

Body Movement  
Rhythmical Skills  
Lifelong Physical Activities  
Cardio-enhancing Activities  
Development of Muscular Strength and Endurance  
Flexibility  
Body composition  
Body Awareness  
Appropriate Behavior  
Personal Goals

### **E. Teaching and Learning Strategies**



Teachers will use a variety of teaching strategies to help students meet course objectives including but not limited to: lecture, modeling, cooperative group work, hands-on activities, project based learning and independent student learning.

**F. Materials/Resources:**

<http://www.pecentral.org/professional/instructionalresources/index.html>

Lifetime Health (Holt, Rinehart and Winston)

Foundations of Personal Fitness

**G. Computer Literacy and Technological Resources**

<http://www.cdc.gov/mmwr/preview/mmwrhtml/0042446.htm>

**H. Student Assessment**

Students will be assessed regularly by teachers in the form of tests, quizzes, and projects.

Performance rubrics will be used by teachers and by students to assess project (participation) work.

## Course Syllabus – High School Physical Education

### Grades 9-12

Course Description: Physical Education is a sequential educational program that provides students with the knowledge, skills, fitness, and attitudes necessary to lead a healthy lifestyle.

#### Units of Study:

Unit 1: Selected health-enhancing, lifelong physical activities

- Personal Conditioning
- Individual, dual, or team sports
- Recreational games

Unit 2: Cardiorespiratory Endurance

- Assess personal status of cardiorespiratory endurance
- Develop and maintain health-related levels of cardiorespiratory endurance

Unit 3: Develop and maintain healthy levels of muscular strength and endurance

- Assess personal status of muscular strength and endurance of arms, shoulders, abdomen, back, lower back, upper body, thigh, lower leg, neck and legs.

Unit 4: Flexibility

- Assess Personal Flexibility of the joints of the arms, legs, and trunk.
- Develop and maintain health related levels of flexibility of the joints of the hip/low back, shoulder, neck, ankle, and trunk.
- 

Unit 5: Body Composition Develop

- Assess personal levels
- Develop and maintain health-related levels of body composition.

Unit 6: Activities that Promote Physical Fitness

- Improve Flexibility, before and after exercise
- Improve muscular strength and endurance (3x a week)
- Moderate to vigorous activity for a minimum of 30 minutes, 3x a week
- Explore New physical activities
- Apply **FITT** (frequency, intensity, time, and type) fitness activity guidelines.

Primary Resources: Foundations of Personal Fitness (McGraw-Hill);  
<http://www.pecentral.org/professional/instructional/resources/index.html>

Instruction: Instruction time will be spent in the following ways: demonstration, individual activities, group activities, and in-class assignments.

Grading: The purpose of grading in this class is to ascertain and to communicate, fairly and accurately, the academic achievement of each student. Grades will reflect assessment of individual student mastery of the course curriculum. Assessments will be based on individual achievement of established standards.

## Objective Centered Course Outline

Course: Physics

Grade Level: 12<sup>th</sup>

### A. High School Content Expectations

P1.1: P1.1.1 – P1.1.9	P4.4: P4.4.1 – P4.4.5
P1.2: P1.2.1 – P1.2.11	P4.5: P4.5.1 – P4.5.5
P2.1: P2.1.1 – P2.1.8	P4.6: P4.6.1 – P4.6.8
P2.2: P2.2.1 – P2.2.7	P4.7.1
P3.1: P3.1.1 – P3.1.4	P4.8: P4.8.1 – P4.8.6
P3.2: P3.2.1 – P3.2.4	P4.9: P4.9.1 – P4.9.4
P3.3: P3.3.1 – P3.3.4	P4.10: P4.10.1 – P4.10.10
P3.4: P3.4.1 – P3.4.7	P4.11: P4.11.1 – P4.11.2
P3.5.1	P4.12: P4.12.1 – P4.12.4
P3.6: P3.6.1 – P3.6.5	
P3.7: P3.7.1 – P3.7.7	
P3.8: P3.8.1 – P3.8.2	
P4.1: P4.1.1 – P4.1.5	
P4.2: P4.2.1 – P4.2.6	
P4.3: P4.3.1 – P4.3.6	

### B. Goals/Learning Objectives

All students will:

1. Describe the motion of an object in terms of position, time, and velocity.  
Calculate the average velocity of a moving object using data obtained from measurements of position of the object at two or more times. (examples)
2. Analyze the motion of an object in terms of velocity, time, and acceleration.
3. Relate the motion of objects to a frame of reference
4. Use Newton's first law to explain the motion of an object.
5. Analyze forces acting on an object.
6. Using Newton's second law, relate the force, mass, and acceleration of an object.
7. Explain that forces act in pairs as described by Newton's third law.
8. Relate the strength of the gravitational force to the distance between two objects and the mass of the objects (i.e., Newton's law of universal gravitation).
9. Describe the factors that affect the electric force (i.e., Coulomb's law).
10. Determine kinetic and potential energy in a system.
11. Describe conservation of energy in terms of systems.
12. Describe common energy transformations and the effect on availability of
13. Demonstrate an understanding of mechanical waves in terms of general wave properties.
14. Describe the nature of electromagnetic radiation and visible light.

### C. Essential Learning Skills

1. Making calculations
2. Describing scientific relationships
3. Understanding scientific causes and effects

4. Conducting investigations
5. Analyzing data
6. Explaining observations
7. Understanding scientific properties
8. Understanding and applying scientific laws
9. Making inferences based on data found in calculations, charts, and diagrams

#### **D. Topics of Study**

The Physics core has three major concepts for the focus of instruction: (1) motion of objects, (2) forces acting on objects, and (3) energy. Topic area will include:

Motion of Objects  
Relationship: Force, Mass, Acceleration  
Forces: Gravity and Electricity  
Energy: Transference and Conservation  
Waves

#### **E. Teaching/Learning Strategies**

Teachers will use a variety of teaching strategies to help students meet course objectives including, but not limited to, lecture, modeling, cooperative group work, hands-on activities, project-based learning, and independent student learning. Learning strategies in science should focus on helping all students:

- Use science process and thinking skills.
- Manifest science interests and attitudes.
- Understand important science concepts and principles.
- Communicate effectively using science language and reasoning.
- Demonstrate awareness of the social and historical aspects of science.
- Understand the nature of science.

#### **F. Materials/Resources**

Glencoe, Physics (text)  
Lab supplies and kits, as allowable for Academy students.

#### **G. Computer Literacy and Technological Resources**

Glencoe Physics (on-line) <http://glencoe.mcgraw-hill.com/sites/0078458137/>,

Physics High School Tutorial  
<http://www.glenbrook.k12.il.us/gbssci/phys/Class/newtlaws/newtltoc.html>

Velocity Calculator  
[http://www.usoe.k12.ut.us/curr/science/core/physics/vel\\_calc.htm](http://www.usoe.k12.ut.us/curr/science/core/physics/vel_calc.htm)

Velocity Composition  
[http://mysite.verizon.net/vzeoacw1/velocity\\_composition.html](http://mysite.verizon.net/vzeoacw1/velocity_composition.html)

PLATO Learning, EdOptions or equivalent

## **H. Student Assessment**

In addition to the BASI assessment, students will be assessed regularly by teachers in the form of tests, quizzes, projects, and performances at teacher's discretion. Performance rubrics will be used to evaluate student performance on projects and long-term activities (e.g., Science Fair). Formative and Interim assessments will be given throughout the course to assess essential learning skills. Summative assessment will take place at the end of the course to determine mastery of skills.

## Course Syllabus – Physics

### Grade Level: 12

Course Description: Physics is intended to help students understand basic physics concepts, develop scientific habits, and experience the process of scientific investigations. The Physics core has three major concepts for the focus of instruction: (1) motion of objects, (2) forces acting on objects, and (3) energy. Major topics related to the three concept areas will include: Motion of Objects, Relationship: Force, Mass, Acceleration, Forces: Gravity and Electricity, Energy: Transference and Conservation, and Waves.

### Units of Study:

Motion  
Dimensions  
Gravity  
Conservation  
Energy  
Matter  
Waves  
Sound  
Light  
Reflection and Refraction  
Electricity  
Fields  
Theories

### Primary Resources: Glencoe Physics

Secondary/Supplemental Resources: PLATO, EdOptions or equivalent; Physics textbook, notebook, calculator, planner and a pencil will be needed each day. Lab supplies for experiments and materials for other learning activities will be provided to students, as needed and allowable within the Academy's environment, under the direct supervision of the teacher.

Instruction: Instruction time will be spent in the following ways: lecture, individual activities, group activities, labs, and in-class assignments.

Grading: The purpose of grading in this class is to ascertain and to communicate, fairly and accurately, the academic achievement of each student. Grades will reflect assessment of individual student mastery of the course curriculum. Assessments will be based on individual achievement of established standards.

## Objective Centered Course Outline

Course: Spanish I

Grade Level: 9-12

### **A. High School Content Expectations**

- 1.1-1.3
- 2.1-2.2
- 3.1-3.2
- 4.1-4.2
- 5.1-5.2

### **B. Goals/Learning Objectives**

**All students will:**

1. Demonstrate basic functions in Spanish such as greeting people, telling time, telling the date, and counting, in order to communicate on a basic level about studied topics.
2. Demonstrate mastery of basic grammar in Spanish including singular and plural forms of verbs, adjectives, and nouns; present tense of verbs, and reflexive verbs.
3. Understand basic level of both written and spoken Spanish.
4. Make comparisons between Spanish culture and their own.
5. Demonstrate an appreciation for Spanish culture through presentations and projects.
6. Demonstrate ability to communicate successfully on a variety of topics in order to make connections with other disciplines.

### **C. Planned Sequence of Topics**

Salutations and greetings  
Basic vocabulary, verbs, and conversation  
Descriptive terms  
Telling time  
Situational conversation:

- School
- Restaurant
- Family and home
- Sports
- Doctor's office
- Seasons
- Cultural events
- Vacation
- Daily habits
- Traveling

**D. Teaching/Learning Strategies**

Teachers will use a variety of teaching strategies to help students meet course objectives including, but not limited to, lecture, modeling, cooperative group work, hands-on activities, project-based learning, and independent student learning.

**E. Materials/Resources**

Recommended text: Glencoe Spanish

**F. Computer Literacy and Technological Resources (if applicable)**

[www.technology.com](http://www.technology.com)

**G. Student Assessment**

Students will be assessed regularly by teachers in the form of tests, quizzes, projects, and performances at teacher's discretion.



## Objective Centered Course Outline

Course: Spanish II

Grade Level: 10-12

### **A. High School Content Expectations**

- 1.1-1.3
- 2.1-2.2
- 3.1-3.2
- 4.1-4.2
- 5.1-5.2

### **B. Goals/Learning Objectives**

**All students will:**

1. Demonstrate ability to communicate in Spanish on an intermediate level in order to successfully function within the Spanish culture.
2. Demonstrate mastery of intermediate grammar in Spanish including preterite, imperfect, irregular and regular verbs in the present, future, past participle and progressive tense, commands, the use of passive and narrative voice, and infinitive versus subjunctive forms.
3. Demonstrate understanding of various cultural aspects such as current events, cultural trends, and important people.
4. Make connections and comparisons between Spanish culture and their own in areas such as demography, lifestyles, and economics.
5. Explore an area of interest in the Spanish culture through Inquiry.

### **C. Topics of study**

- Technology
- Imperfect verb structure
- Shopping – Clothing, shoes, jewelry
  - Narrating sequence of events
  - Expressing feelings in the past
- Pastimes and hobbies
  - The park
  - Amusement parks
- Future tense of regular verbs
- Staying in a hotel
- Future tense of irregular verbs
  
- Airport and geographic terminology
- Parts of the body
  - The emergency room
  - Parts of a hospital
- Present Perfect and irregular past participles
- The city and the country
  - Transportation in the city
  - Farm animals

Placement of direct and indirect object pronouns

The kitchen

- Cooking
- Types of food
- Using a recipe

Cars

- Gas Stations
- Driving on the highway
- Driving in the city

Commands

Places around town

- The hair salon
- The post office
- The bank

Celebrations

Professions

#### **D. Teaching/Learning Strategies**

Teachers will use a variety of teaching strategies to help students meet course objectives including, but not limited to, lecture, modeling, cooperative group work, hands-on activities, project-based learning, and independent student learning.

#### **E. Materials/Resources**

Recommended text: Glencoe Spanish II: Buen Viaje

#### **F. Computer Literacy and Technological Resources (if applicable)**

Glencoe Spanish Online: [www.glencoe.com](http://www.glencoe.com)

#### **G. Student Assessment**

Students will be assessed regularly by teachers in the form of tests, quizzes, projects, and performances at teacher's discretion.

## Course Syllabus – Spanish I

**Grade Level: 9-12**

Course Description: Spanish I is the introductory course designed to teach students how to communicate on a basic level in Spanish. Students will gain a basic understanding of Spanish vocabulary, culture, and grammar.

### Units of Study:

Salutations and greetings

Basic vocabulary, verbs, and conversation

Descriptive terms

Telling time

Situational conversation:

- School
- Restaurant
- Family and home
- Sports
- Doctor's office

Seasons

Cultural events

Vacation

Daily habits

Traveling

Recommended text: Glencoe Spanish I

Instruction: Instruction time will be spent in the following ways: lecture, individual activities, group activities, and in-class assignments.

Grading: The purpose of grading in this class is to ascertain and to communicate, fairly and accurately, the academic achievement of each student. Grades will reflect assessment of individual student mastery of the course curriculum. Assessments will be based on individual achievement of established standards.

## Course Syllabus – Spanish II

**Grade Level: 10-12**

Course Description: Spanish II is the second course in the foreign language series designed to teach students how to communicate on an intermediate level in Spanish. Students will increase their understanding of the Spanish vocabulary, and grammar, and explore areas of interest in the Spanish culture in order to make connections with their own cultures.

Units of Study:

- Technology
- Imperfect verb structure
- Shopping – Clothing, shoes, jewelry
- Pastimes and hobbies
- Future tense of regular verbs
- Staying in a hotel
- Future tense of irregular verbs
- Airport and geographic terminology
- Parts of the body
- Present Perfect and irregular past participles
- The city and the country
- Placement of direct and indirect object pronouns
- The kitchen
- Cars
- Commands
- Places around town
- Celebrations
- Professions

Recommended text: Glencoe Spanish Level 2: Buen Viaje!

Instruction: Instruction time will be spent in the following ways: lecture, individual activities, group activities, and in-class assignments.

Grading: The purpose of grading in this class is to ascertain and to communicate, fairly and accurately, the academic achievement of each student. Grades will reflect assessment of individual student mastery of the course curriculum. Assessments will be based on individual achievement of established standards.

## Objective Centered Course Outline

Course: U.S. History and Geography

Grade Level: 10

### A. High School Content Expectations

K1.1-K1.10	P4.1-P4.3	8.1-8.3
P1.1-P1.5	F1-F2	9.1-9.3
P2.1-P2.5	6.1-6.3	
P3.1-P3.3	7.1-7.2	

### B. Goals/Learning Objectives

1. Understand and interpret maps
2. Understand and analyze graphs
3. Infer information from a timeline
4. Understand the outcome of the Civil War and the establishment and eventual failure of Reconstruction
5. Analyze the settlement of the Great Plains during the late 1800s and examine government policies relating to Native Americans
6. Analyze the effects of manufacturing innovations on the nature of work and understand the changing American labor movement and business
7. Analyze the economic, social, and political effects of immigration and understand the immigrant experience.
8. Analyze significant turn of the century trends in such areas as education and race relations.
9. Explain how the Progressive Movement managed to increase the power of the government to regulate business and to protect society from injustices fostered by big business.
10. Understand how individuals and events moved the United States into the role of a world power and recognize the effects of economic policies on U.S. diplomacy.
11. Analyze an historical document.
12. Understand and interpret data from a chart.
13. Understand the causes of WWI, the reasons the United States entered the war in 1917 and the consequences of the war.
14. Trace the political and social changes after WWI and throughout the 1920s.
15. Understand such issues as Prohibition, the changing role of women, and the influence of the Harlem Renaissance.
16. Understand the causes and consequences of the Great Depression and the futility of Hoover's actions to limit the damage.
17. Understand the impetus for FDR's New Deal legislation and the impact of these policies on the American people.
18. Trace the rise of dictators, the beginning of the war and American responses in the 1930s.
19. Understand the military campaigns, political decisions and efforts on the home front that won WWII.
20. Understand the international and domestic tensions resulting from the Cold War.

21. Understand the economic, social, and cultural changes that occurred in post-war America.
22. Understand the domestic achievements and challenges of the Kennedy and Johnson administrations.
23. Understand the African-American struggle for civil rights during the 1950s and 1960s.
24. Understand the military and political events of the Vietnam War and its impact on life in the United States.
25. Understand the sweeping social protest movements of the 1960s and 1970s and the quest for radical change.
26. Understand the turbulent presidency of Richard Nixon and the failure of his successor to fix the economic problems of the 1970s.
27. Understand that a growing conservatism in the American public in the 1980s accompanies economic change and the end of the Cold War.

### **C. Essential Learning Skills**

1. Reading maps
2. Analyzing graphs
3. Analyze historical documents
4. Infer information from timeline; trace sequence of events
5. Analyze effects of economic, social and cultural trends and movements
6. Understand achievements of various groups and individuals throughout history
7. Understand causes and effects of major events in US History since the time of Reconstruction
8. Interpreting charts
9. Know significant periods and events in U.S. history; social, religious, and political movements; and major historical figures who influenced such movements.
10. Identify and define specific factual information, themes, movements, and general principles operating in United States history and geography to deduce meaning and comprehend patterns.
11. Distinguish value judgments in historical and geographical information, weigh evidence, synthesize information, apply knowledge, make judgments, formulate generalizations, and draw conclusions.

### **D. Topics of Study**

Foundational Issues in U.S. History and Geography  
 The Development of an Industrial, Urban and Global United States, 1870-1930  
 The Great Depression and World War II, 1920-1945  
 Postwar United States, 1945-1989  
 America in a New Global Age, 1989 to present

### **E. Teaching/Learning Strategies**

Teachers will use a variety of teaching strategies to help students meet course objectives including, but not limited to, lecture, modeling, cooperative group work, hands-on activities, project-based learning, and independent student learning.

### **F. Materials/Resources**

Recommended text: McDougall-Littell – The Americans: 1877-Present

**G. Computer Literacy and Technological Resources (if applicable)**

Textbook resources at [www.glencoe.com](http://www.glencoe.com)

**H. Student Assessment**

In addition to the BASI assessment, students will be assessed regularly by teachers in the form of tests, quizzes, projects, and performances at teacher's discretion. Formative and Interim assessments will be given throughout the course to assess essential learning skills. Summative assessment will take place at the end of the course to determine mastery of skills.

## Course Syllabus – U.S. History and Geography

### Grade Level: 10

Course Description: The purpose of this course is to increase students' knowledge of historical events, sharpen their skills at rational discourse about American social problems, and deepen their understanding of the American heritage. Persisting problems in American history are raised to stimulate critical thinking skills by students. The course will consist of a basic examination of the chronological history of the United States from the 1870s Industrial Revolution to the present. Emphasis is placed on the economic, political and social developments in the United States. The study of geography is integrated in the course to provide a spatial understanding of the historical concepts taught.

### Units of Study:

Foundational Issues in U.S. History and Geography  
The Development of an Industrial, Urban and Global United States, 1870-1930  
The Great Depression and World War II, 1920-1945  
Postwar United States, 1945-1989  
America in a New Global Age, 1989 to present

Primary Resources: McDougall-Littell – The Americans: 1877 to present

Secondary/Supplemental Resources: textbook resources at [www.classzone.com](http://www.classzone.com)

Instruction: Instruction time will be spent in the following ways: lecture, individual activities, group activities, and in-class assignments.

Grading: The purpose of grading in this class is to ascertain and to communicate, fairly and accurately, the academic achievement of each student. Grades will reflect assessment of individual student mastery of the course curriculum. Assessments will be based on individual achievement of established standards.



## Objective Centered Course Outline

**Course: World History and Geography**

**Grade Level: 9**

### **A. High School Content Expectations**

K1.1 – K1.10	P3.1 – P3.3	4.1-4.3	7.1-7.3
P1.1 – P1.5	P4.1 – P4.3	5.1-5.3	8.1-8.2
P2.1 – P2.5	F1 – F4	6.1-6.3	

### **B. Goals/Learning Objectives**

1. Investigate global patterns and developments over time while connecting more local patterns to larger interregional and global patterns.
2. Employ different analytical schemes, including global, regional, national and local to understand developments over time.
3. Compare within and among regions and societies, and across time.
4. Develop an understanding of the historical and geographic context of human commonalities and differences, particularly in considering claims of universal standards or of cultural diversity.
5. Focus on 5 main historical and geographic patterns:
  - a. The causes, consequences, and patterns of changes in human governance systems and changes over time.
  - b. The causes, consequences, and patterns of interactions among societies and regions, including trade, war, diplomacy, and international institutions.
  - c. The impact of demographic, technological, environmental, and economic changes on people, their culture, and their environment.
  - d. Causes, consequences, and patterns of cultural, intellectual, religious and social changes across the world, and among and within societies.
  - e. The relationship between the environment and global and regional developments in population, settlement, economy, and politics.

### **C. Essential Learning skills**

1. Demonstrate cause and effect reasoning and analysis.
2. Demonstrate the analysis and synthesis of history sequences through time.
3. Demonstrate the ability to interpret charts, graphs, maps and graphic organizers.
4. Demonstrate the understanding and application of knowledge concerning the:
  - Patterns of political, social, and religious organization.
  - Concept of civilization and the common features of civilization.
  - Interactions and influences among geographic features and Various civilizations.
  - Foundations of the rise in power of western civilizations.
  - Advent and spread of regional empires and nations.
  - Increasing exchange of complex intellectual advances.

**C. Topics of Study**

Expanding and Intensified Hemispheric Interactions, 300-1500 C.E./A.D.  
The Emergence of the First Global Age, 15<sup>th</sup> to 18<sup>th</sup> Centuries  
An Age of Global Revolutions, 18<sup>th</sup> Century to 1914  
Global Crisis and Achievement, 1900 to 1945  
The Cold War and its Aftermath: The 20<sup>th</sup> Century since 1945  
Contemporary Global Issues

**D. Teaching/Learning Strategies**

Teachers will use a variety of teaching strategies to help students meet course objectives including, but not limited to, lecture, modeling, cooperative group work, hands-on activities, project-based learning, and independent student learning.

**E. Materials/Resources**

Recommended text: Glencoe World History: Modern Times

**F. Computer Literacy and Technological Resources (if applicable)**

Textbook resources at [www.glencoe.com](http://www.glencoe.com)

**G. Student Assessment**

In addition to the BASI assessment, students will be assessed regularly by teachers in the form of tests, quizzes, projects, and performances at teacher's discretion. Formative and Interim assessments will be given throughout the course to assess essential learning skills. Summative assessment will take place at the end of the course to determine mastery of skills.

## Course Syllabus – World History and Geography

### Grade Level: 9

Course Description: World History and Geography is a full year course that focuses on basic events in human political, social, and economic development. The course will examine the different peoples and cultures that have appeared in history and how they interact with and influence each other. The study of geography is integrated in the course to provide a spatial understanding of the historical concepts taught.

### Units of Study:

- Unit 1: The World Before Modern Times, Prehistory – A.D. 1500
- Unit 2: The Early Modern World, 1400-1800
- Unit 3: An Era of European Imperialism, 1800-1914
- Unit 4: the Twentieth Century Crisis, 1914 – 1945
- Unit 5: Toward a Global Civilization, 1945 – Present

Primary Resources: Glencoe World History: Modern Times

Secondary/Supplemental Resources: textbook resources at [www.glencoe.com](http://www.glencoe.com)

Instruction: Instruction time will be spent in the following ways: lecture, individual activities, group activities, and in-class assignments.

Grading: The purpose of grading in this class is to ascertain and to communicate, fairly and accurately, the academic achievement of each student. Grades will reflect assessment of individual student mastery of the course curriculum. Assessments will be based on individual achievement of established standards.

**SECTION E**  
**METHODS OF PUPIL ASSESSMENT**

## **METHODS OF PUPIL ASSESSMENT**

Pursuant to applicable law and the Terms and Conditions of this Contract, the Academy shall properly administer the academic assessments identified in this schedule in accordance with the requirements of the state of Michigan, which may be revised from time to time. The Academy shall administer the assessment required by BMCC for high school students and will provide access as may be needed to assessment data.

The Academy shall ensure that those involved with the administration of these assessments are properly trained and adhere to the ethical standards and testing procedures associated with these assessments.

### **Academic Assessments to be Administered:**

#### **Grade(s) Academic Assessment(s)**

Grade 9	PSAT
Grades 9-12	NWEA MAP
Grade 10	PSAT
Grade 11	MME: SAT with Essay MME: ACT WorkKeys MME: M-STEP Science, Social Studies
Grade 12	MME as applicable

**SECTION F**

**APPLICATION AND ENROLLMENT OF STUDENTS**

## Application and Enrollment Requirements

### **Flex High School of Pontiac**

#### **Enrollment Limits**

The Academy will offer ninth through twelfth grade. The maximum enrollment shall be 500 students. The Academy will annually adopt maximum enrollment figures prior to its application and enrollment period.

#### **Requirements**

Section 504 of the Revised School Code states that public school academies shall neither charge tuition nor discriminate in pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a handicapped person, or any other basis that would be illegal if used by a Michigan public school district.

- Academy enrollment shall be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, a public school academy shall not enroll a pupil who is not a Michigan resident.
- Academy admissions may be limited to pupils within a particular age range/grade level or on any other basis that would be legal if used by a Michigan public school district.
- The Academy Board may establish a policy providing enrollment priority to siblings of currently enrolled pupils. However, the Academy may not provide a preference to children of Board members or Academy employees.
- The Academy shall allow any pupil who was enrolled in the immediately preceding academic year to re-enroll in the appropriate age range/grade level unless that grade is not offered.
- No student may be denied participation in the application process due to lack of student records.
- If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.

### **Application Process**

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

### **Legal Notice**

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



### **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 re-enrolled 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 grouping level.
- Establish the date, time, place and person to conduct the random selection drawing.
- Notify the Charter Schools Office of both the application period and the date of the random selection drawing, if needed. The Charter Schools Office may have a representative on-site to monitor the random selection drawing process.

The Academy shall use a credible, neutral “third party” such as a CPA firm, government official, ISD official or civic leader to conduct the random selection drawing. Further, the Academy shall:

- Conduct the random selection drawing at a public meeting where parents, community members and the public may observe the process.
- Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.

The Academy shall notify applicants not chosen in the random selection drawing that they were not selected and that their name has been placed on the Academy’s official waiting list for openings that may occur during the academic year. Students shall appear on the official waiting list in the order they were selected in the random selection drawing.

**SECTION G**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**

## **SECTION 7g: SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**

### **School Calendar**

The Academy's school calendar shall comply with Sections 1175 and 1284 of the Code. The Academy's school calendar shall also comply with the minimum requirements set forth in Section 101 of the School Aid Act of 1979 (MCL 388.1701). The Academy Board must submit a copy of the Academy's school calendar to the College Board.

### **School Day Schedule**

The Academy Board must structure the Academy's school day schedule to meet the required number of instructional days and hours as set forth in the Code and the Act. The Academy Board must submit the school day schedule to the College Board prior to the commencement of each academic year.

**SECTION H**  
**AGE OR GRADE RANGE OF PUPILS**

## **SECTION 7h: 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 College Board.