

*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

**MILDRED C. WELLS PREPARTATORY ACADEMY  
(A PUBLIC SCHOOL ACADEMY)**

July 1, 2017

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# Tab A

**RESOLUTION**

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

**RESOLUTION NO. 12-01**

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

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

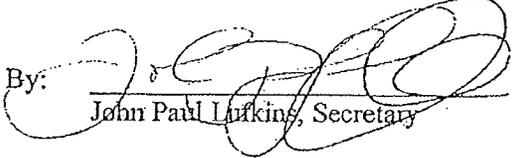
WHEREAS, the Bay Mills Community College Board of Regents (the "College Board") desires to establish a standard method of selection resolution related to appointments and service of the directors of the governing board of its authorized public school academies, schools of excellence, and strict discipline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

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

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

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

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

By: 

John Paul 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

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

**RESOLUTION NO. 17-02**

**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 May 26, 2009, the College Board issued to **Mildred C. Wells Preparatory Academy** (the "Academy") a Contract to Charter a Public School Academy (the "Charter Contract"); and

**WHEREAS**, the Charter Contract will expire on June 30, 2017 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, 2017;

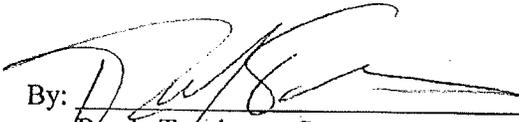
**WHEREAS**, in addition to other Revised School Code requirements, the College Board's reauthorization process included consideration of increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria, as the most important factor in the decision of 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:

- (3) 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
  - (4) 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, 2021.
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 27<sup>th</sup> day of January, 2017, with a vote of 9 for, 0 opposed, 1 abstaining, and 0 absent.

By:   
Randy Touchtone, Secretary

# Tab B

**TERMS AND CONDITIONS**

**OF CONTRACT**

**DATED: JULY 1, 2017**

**ISSUED BY**

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

**TO**

**MILDRED C. WELLS PREPATORY ACADEMY**

**CONFIRMING THE STATUS OF**

**MILDRED C. WELLS PREPATORY ACADEMY**

**AS A**

**MICHIGAN PUBLIC SCHOOL ACADEMY**

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

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

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

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

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

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

## ARTICLE I

### DEFINITIONS

Section 1.1. 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 **MILDRED C. WELLS PREPATORY ACADEMY** which is established as a public school academy pursuant to this Contract.
- (b) "Academy Board" means the Board of Directors of the Academy.
- (c) "Accountability Plan" means a Community District accountability plan established, implemented and administered by the State School Reform/Redesign Officer under section 390 of the Code, MCL 380.390.
- (d) "Applicable Law" means all state and federal law applicable to public school academies.

- (e) “Application” means the public school academy application and supporting documentation submitted to the College Board for the establishment of the Academy and supplemented by material submitted pursuant to the College Board’s requirements for reauthorization.
- (f) “Authorizing Resolution” means the Resolutions adopted by the College Board on January 27, 2017.
- (g) “Charter Schools Office Director” or “CSO Director” means the person designated by the College Board to administer the operations of the Charter Schools Office.
- (h) “Charter Schools Office” or “CSO” means the office designated by the College Board as the initial point of contact for public school academy applicants and public school academies authorized by the College Board. The Charter Schools Office is also responsible for administering the College Board’s responsibilities with respect to the Contract.
- (i) “Code” means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- (j) “College” means Bay Mills Community College, a federally tribally controlled community college that is recognized under the tribally controlled colleges and universities assistance act of 1978, 25 USC 1801 et seq., and which has been determined by the Michigan Department of Education to meet the requirements for accreditation by a recognized regional accreditation body.
- (k) “College Board” means the Bay Mills Community College Board of Regents, an authorizing body as designated under Section 501 of the Code, MCL 380.501 et seq.
- (l) “College Board Chairperson” means the Chairperson of the Bay Mills Community College Board of Regents or his or her designee. In Section 1.1(m) below, “College Board Chairperson” means the Board Chairperson of the Bay Mills Community College Board of Regents.
- (m) “College Charter Schools Hearing Panel” or “Hearing Panel” means such person(s) as designated by the College Board Chairperson.
- (n) “Community District” means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (o) “Contract” means, in addition to the definition set forth in the Code, these Terms and Conditions, the Authorizing Resolution, the Resolution, the Master Calendar, the ESP Policies, the Schedules, and the Application.

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

- (v) “Master Calendar” or “MCRR” means the Master Calendar of Reporting Requirements developed and administered by the Charter Schools Office setting forth a reporting time line for certain governance, financial, administrative, facility and educational information relating to the Academy. The Charter Schools Office Director may, at any time and at his or her sole discretion, amend the Master Calendar. Upon amendment, changes to the Master Calendar shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (w) “President” means the President of Bay Mills Community College or his or her designee.
- (x) “Resolution” means the resolution adopted by the College Board on January 20, 2012, establishing the standard method of selection, length of term and number of members format for public school academies issued a Contract by the College Board, as amended from time to time.
- (y) “Schedules” means the following Contract documents of the Academy: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description, and Schedule 7: Required Information for Public School Academies.
- (z) “State Board” means the State Board of Education, established pursuant to Article 8, Section 3 of the 1963 Michigan Constitution and MCL 388.1001 et seq.
- (aa) “State School Reform/Redesign Office” means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02 and codified at MCL 18.445.
- (bb) “State School Reform/Redesign Officer” means the officer described in Section 1280c(9) of the Code, MCL 380.1280c(9), and authorized to act as the superintendent of the State School Reform/Redesign District under Section 1280c(6)(b) of the Code, MCL 380.1280c(6)(b).
- (cc) “Superintendent” means the Michigan Superintendent of Public Instruction.
- (dd) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, Dated July 1, 2017, Issued by the Bay Mills Community College Board of Regents to MILDRED C. WELLS PREPATORY ACADEMY Confirming the Status of MILDRED C. WELLS PREPATORY ACADEMY as a Michigan Public School Academy.”

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

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

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

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

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

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

## ARTICLE II

### RELATIONSHIP BETWEEN THE ACADEMY AND THE COLLEGE BOARD

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

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

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

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

### ARTICLE III

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

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

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

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

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

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

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

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

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

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

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

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

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

application process and provide the necessary forms and procedures to eligible public school academies.

## ARTICLE IV

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE V

### CORPORATE STRUCTURE OF THE ACADEMY

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

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

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

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

the Michigan Student Test of Educational Progress (M-STEP) or the Michigan Merit Examination (MME) designated under the Code. The Academy shall provide the Charter Schools Office with copies of reports, assessments and test results concerning the following:

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

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

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

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

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

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

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

Section 6.11. Annual Financial Statement Audit. The Academy shall conduct an annual financial statement audit prepared and reviewed by an independent certified public accountant. In accordance with timeframes set forth in the Master Calendar, the Academy shall submit one (1)

copy of the annual financial statement audit, auditor's management letters and any responses to auditor's management letters to the Charter Schools Office.

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

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

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

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

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

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

shall serve as the method for monitoring the Academy's compliance with Applicable Law and its performance in meeting its educational goals.

Section 6.16. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be incorporated into Schedule 7 by contract amendment pursuant to Article IX of these Terms and Conditions. Until the matriculation agreement is incorporated into the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

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

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

Section 6.19. Section 6.19. New Public School Academies Located Within The Boundaries of A Community District. If the circumstances listed below in (a) and (b) or (c) apply to the Academy's site, the Academy represents to the College Board, intending that the College Board rely on such representation as a precondition to issuing this Contract, that the Academy will have a substantially different governance, leadership and curriculum than the public school previously operating at the site:

- (a) The Academy's proposed site is the same location as a public school that (i) is currently on the list under Section 1280c(1), MCL 380.1280c(1), of the public schools in this State that the State School Reform/ Redesign Office has determined to be among the lowest achieving 5% of all public schools; or (ii) has been on the list during the immediately preceding 3 school years.
- (b) If an Accountability Plan has been in effect for at least 3 full school years, the Academy's proposed site is at the same location as a public school that has been assigned a grade of "F" under the Accountability Plan for 3 of the preceding 5 school years; or
- (c) The Academy's proposed site is the same location of another public school academy, urban high school academy, school of excellence or strict discipline academy whose contract was revoked or terminated by an authorizing body.

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

## ARTICLE VII

### TUITION PROHIBITED

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

## ARTICLE VIII

### COMPLIANCE WITH APPLICABLE LAWS

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

## ARTICLE IX

### AMENDMENT

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

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

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

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

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

Section 9.6. Emergency Action on Behalf of College Board. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation that arises between meetings of the College Board. An emergency situation shall be deemed to occur if the Charter Schools Office Director, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the College Board. Upon the determination that an emergency situation exists, the Charter Schools Office Director may temporarily take action on behalf of the College Board with regard to the Academy or the Contract, so long as such action is in the best interest of the College Board and the Charter Schools Office Director consults with the College Board Chairperson or the College President prior to taking the intended actions. When acting during an emergency situation, the Charter Schools Office Director shall have the authority to act in place of the College Board, and such emergency action shall only be effective in the interim before the earlier of (a) rejection of the emergency action by the Chairperson of the College Board; or (b) the next meeting of the College Board. The Charter Schools Office Director shall immediately report such action to the College Board for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the College Board, becomes permanent.

## ARTICLE X

### CONTRACT TERMINATION, SUSPENSION, AND REVOCATION

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

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

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

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

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

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

If the Charter Schools Office Director determines, in his or her discretion, that either the closure of one or more sites, or the placement of one or more sites in the State School Reform/Redesign District, creates a significant economic hardship for the Academy as a going concern, then the Charter Schools Office Director may recommend to the College Board that the Contract be terminated at the end of the current school year (hereinafter “Economic Hardship Termination”). If the College Board approves the Economic Hardship Termination recommendation, then this Contract shall terminate at the end of the current school year without any further action of the parties. The College Board’s revocation procedures set forth in Section 10.7(c) do not apply to an automatic termination initiated by the State’s Automatic Closure Notice, the State’s Reform District Notice, or an Economic Hardship Termination under this Section 10.3.

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

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

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

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

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

Section 10.6. Grounds and Procedures for College Termination of Contract. The College Board, in its sole discretion, reserves the right to terminate the Contract (i) for any reason or for no reason provided that such termination shall not take place less than six (6) months from the date of the College Board's action; or (ii) if there is a change in Applicable Law that the College Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the College Board to make changes in the Contract that are not in the best interest of the College Board or the College, then such termination shall take effect at the end of the current Academy fiscal year. Following College Board approval, the Charter Schools Office Director shall provide

notice of the termination to the Academy. If during the period between the College Board action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the Contract may be revoked or suspended sooner pursuant to this Article X. If this Contract is terminated pursuant to this Section 10.6, the revocation procedures in Section 10.7 shall not apply.

Section 10.7. 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 10.7(d) of these Terms and Conditions. In developing a Plan of Correction, the Charter Schools Office Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be closed if the Charter Schools Office Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in

the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction.

- (d) 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; or (iv) the appointment of a new Academy Board of Directors or a conservator/trustee to take over operations of the Academy.

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

- (e) 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 10.7(b);
  - (ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;
  - (iii) the Academy Board's response admits violations of the Contract or Applicable Law which the Charter Schools Office Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the Charter Schools Office Director determines that a Plan of Correction cannot be formulated;
  - (iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
  - (v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.7(c);
  - (vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or

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

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

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

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

Section 10.8. 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 10.7. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.7 shall be expedited as much as possible.
- (b) 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, shall be retained by the College Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury upon the State's request.
- (c) 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 10.7(e) of this Contract. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that

notice of the revocation hearing shall be provided to the Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The College Board shall proceed to consider the Hearing Panel's recommendation in accordance with Sections 10.7(f) through (h).

Section 10.9. Venue; Jurisdiction. The parties agree that all actions or proceedings arising in connection with this Contract will be tried and litigated only in the Circuit Court of Chippewa County, Michigan, the Michigan Court of Claims or the Federal District Court for the Western District of Michigan. The parties hereby irrevocably accept for themselves and in respect of their property, generally and unconditionally, the jurisdiction of such courts. The parties irrevocably consent to the service of process out of any such courts in any such action or proceedings by the mailing of copies thereof by registered or certified mail, postage prepaid, to each such party, at its address set forth for notices in this Contract, such service to become effective ten (10) days after such mailing. The parties irrevocably waive any right they may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceedings is brought in accordance with this Section 10.9. This Section 10.9 shall not in any way be interpreted as an exception to the Academy's covenant not to sue contained in Section 11.3 of these Terms and Conditions.

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

Section 10.11. 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 shall direct up to \$10,000 from each subsequent State School Aid Fund payment, not to exceed a combined total of \$30,000, to a separate Academy account ("Academy Dissolution Account") to be used exclusively to pay the costs associated with the wind up and dissolution responsibilities of the Academy. Within five (5) business days of the CSO Director's notice, the Academy Board Treasurer shall provide the CSO Director, in a form and manner determined by the CSO, with account detail information and authorization to direct such funds to the Academy Dissolution

Account. The Academy Dissolution Account shall be under the sole care, custody and control of the Academy Board, and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as all the wind-up and dissolution expenses have been satisfied.

## ARTICLE XI

### PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. 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 Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.
- (d) If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under section 1220 of the Code, MCL 380.1220, the Academy shall do all of the following:
  - (i) The enhanced deficit elimination plan shall be approved by the Academy Board before submission.
  - (ii) After the State Treasurer approves an enhanced deficit elimination plan for the Academy, the Academy shall post the enhanced deficit elimination plan on the Academy's website.
  - (iii) As required, submit to the Superintendent and State Treasurer an enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.

Section 11.2. Insurance. The Academy Board shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverages:

- (a) real and personal property insurance covering all of the Academy's real and personal property, whether owned or leased;
- (b) a minimum of general liability insurance of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate;
- (c) minimum automobile insurance coverage of one million dollars (\$1,000,000) (combined single limit for each accident);
- (d) workers' compensation insurance or "workers' compensation without employees if any insurance";
- (e) School Leaders Liability insurance of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate; and
- (f) Employee Dishonesty Insurance of five hundred thousand dollars (\$500,000).

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

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

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

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

The College's insurance carrier periodically reviews the types and amounts of insurance coverages that the Academy must secure in order for the College to maintain insurance coverage for the authorization and oversight of the Academy. In the event that the College's insurance carrier requests additional changes in coverage identified in this Section 11.2, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the College's insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.3. Legal Liabilities and Covenant Against Suit. The Academy acknowledges and agrees that it has no authority to extend the full faith and credit of the College Board, the College or any other authorizing body, or to enter into a contract that would bind the College Board or the College. The Academy is also limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources.

The Academy hereby covenants not to sue the College Board, the College, or any of its Regents, officers, employees, agents or representatives for any matters that arise under this Contract. The College Board and the College do not assume any obligation with respect to any Director, employee, agent, parent, guardian, student, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the College Board or the College, or any of its Regents, employees, agents, or independent contractors as a result of the issuing, overseeing, suspending, terminating or revoking of this Contract, or as a result of not issuing a new Contract at the end of the term of this Contract.

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

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

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

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

Section 11.7. 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.

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.

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

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

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

“Agreement Coterminous With Academy’s Contract. If the Academy’s Contract issued by the Bay Mills Community College Board of Regents is suspended, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be suspended or terminated, as the case may be, on the same

date as the Academy's Contract is suspended, revoked, terminated or expires without further action of the parties."

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

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

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

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

Section 11.11. Management Agreements. The Academy may enter into a Management Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For purposes of this Contract, an employee leasing agreement shall be considered a Management Agreement, and an employee leasing company shall be considered an ESP. Any ESP agreement shall state that the ESP must acquire insurance in addition to the insurance the Academy must obtain under the Contract. The coverage must be similar to the insurance coverage required for the Academy and the ESP agreement must detail the amount of such required coverage. Prior to entering any Management Agreement with an ESP, the Academy shall submit a copy of the final draft Management Agreement to the Charter Schools Office in a form and manner consistent with the ESP policies of the Charter Schools Office which are incorporated into and be deemed part of this Contract. A copy of the final executed Management Agreement shall

be included in this Contract under Schedule 5. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended ESP policies shall automatically apply to the Academy without the need for a Contract amendment under article IX of these Terms and Conditions. The Charter Schools Office may disapprove the proposed Management Agreement submitted by the Academy if the Management Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to a Management Agreement shall be submitted for review by the Charter Schools Office in the same form and manner as a new Management Agreement.

Section 11.12. 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.

## 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  
MILDRED C. WELLS PREPATORY  
ACADEMY  
870 Nate Wells Sr. Drive  
Benton Harbor, MI 49023

If to Academy Counsel:

CHAD DEPETRO  
12140 W LAKESHORE DRIVE  
BRIMLEY, MI 49715

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 until June 30, 2021, 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.

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.

- (a) 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.

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 Parish, College Board Designee

Date: July 1, 2017

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

MILDRED C WELLS PREPATORY ACADEMY

By: \_\_\_\_\_

Date: July 1, 2017

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

BAY MILLS COMMUNITY COLLEGE  
BOARD OF REGENTS

By: \_\_\_\_\_  
Michael Parish, College Board Designee

Date: July 1, 2017

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

MILDRED C WELLS PREPATORY ACADEMY

By: Patricia (Lamb) Payne

Date: July 1, 2017

# Tab C

**CONTRACT SCHEDULES**

Schedules

Articles of Incorporation ..... 1

Bylaws ..... 2

Fiscal Agent Agreement ..... 3

Oversight Agreement ..... 4

Description of Staff Responsibilities ..... 5

Physical Plant Description ..... 6

Required Information for Public School Academy ..... 7

# Tab 1

**CONTRACT SCHEDULE 1**  
**ARTICLES OF INCORPORATION**

<b>MICHIGAN DEPARTMENT OF LABOR &amp; ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES</b>									
Date Received		(FOR BUREAU USE ONLY)							
SEP 02 2005		<b>FILED</b> SEP 02 2005 Administrator BUREAU OF COMMERCIAL SERVICES							
Melissa A. Cook 4660 S. Hagadorn Road, Suite 500 East Lansing Michigan 48823		EFFECTIVE DATE: Document will be returned to the name and address you enter above							
		<table border="1"> <tr> <td>7</td><td>8</td><td>7</td><td>-</td><td>4</td><td>6</td><td>0</td> </tr> </table>	7	8	7	-	4	6	0
7	8	7	-	4	6	0			

**RESTATED ARTICLES OF INCORPORATION**  
For Use by Domestic Nonprofit Corporations

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

1. The name of the corporation is: Mildred C. Wells Academy.
2. The identification number assigned by the Bureau is: 787-460.
3. All former names of the corporation are: Lakeside Academy.
4. The date of filing of the original Articles of Incorporation was: March 3, 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: Mildred C. Wells Preparatory Academy.

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

12.50 184/684 OCT 13

## ARTICLE II

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

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

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

## ARTICLE III

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

The value of assets which the corporation possesses is:

Real Property: \$0.

Personal Property: \$0.

(The valuation of the above assets was as of July 28, 2004.)

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

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

## ARTICLE IV

The address of the registered office is 4660 S. Hagadorn, Suite 500, East Lansing, Michigan 48823.

The mailing address of the registered office is the same.

The name of the resident agent at the registered office is Michael P. Malone.

## ARTICLE V

The corporation is a governmental entity.

#### ARTICLE VI

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

#### ARTICLE VII

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

#### ARTICLE VIII

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

#### ARTICLE IX

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

#### ARTICLE X

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

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

#### ARTICLE XI

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

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

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

Amendments to these Articles of Incorporation take effect only after they have been approved by the corporation's Board of Directors and by the College Board or the Charter Schools Office Director and filed with the Michigan Department of Labor & Economic Growth, Bureau of Commercial Services. In addition, the corporation shall file with the amendment a copy of the College Board's or the Charter Schools Office Director's approval of the amendment (Bay Mills Community College Board of Regents Resolution 04-03 and Resolution 03-26).

#### ADOPTION OF ARTICLES

These Restated Articles of Incorporation were duly adopted on the 31 day of August, 2005, 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. These Restated Articles of Incorporation shall be effective as of the date of filing.

Signed this 31 day of August, 2005.

By:

Nathaniel Wells, III  
Nathaniel Wells, III, Academy Board President

<b>MICHIGAN DEPARTMENT OF LABOR &amp; ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES</b>			
Date Received <b>SEP 30 2004</b>	(FOR BUREAU USE ONLY) <b>ADJUSTED PURSUANT TO TELEPHONE AUTHORIZATION</b> <i>N. Miller</i>	<b>FILED</b>  <b>NOV 10 2004</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.			
Name Melissa A. Cook		Administrator BUREAU OF COMMERCIAL SERVICES  Tran Infr: 1 9815576-1 09/27/04 Chk#: 1001 Amt: \$10.00 ID: 787460  EFFECTIVE DATE:	
Address 4660 S. Hagadorn Road, Suite 500			
City East Lansing	State MI		Zip Code 48823
Document will be returned to the name and address you enter above. <input type="checkbox"/> If left blank document will be mailed to the registered office. <input type="checkbox"/>			

**RESTATED ARTICLES OF INCORPORATION**  
 For use by Domestic Nonprofit Corporations  
 (Please read information and instructions on the last page)

*Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Restated Articles:*

1. The present name of the corporation is: Lakeside Academy	
2. The identification number assigned by the Bureau is:	787460
3. All former names of the corporation are:	
4. The date of filing the original Articles of Incorporation was:	March 3, 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: Mildred C. Wells Academy
--

**ARTICLE II**

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

*JLB*

ARTICLE III

1. The corporation is organized on a nonstock basis.  
(stock or nonstock)
2. If organized on a stock basis, the aggregate number of shares which the corporation has authority to issue is \_\_\_\_\_ . If the shares are, or are to be divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences, and limitations of the shares of each class are as follows:

3. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

none

and the description and value of its personal property assets are: (if none, insert "none")

none

(The valuation of the above assets was as of July 28, 2004 )

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 schools (academics)
- e. Other funds lawfully received.

The corporation is organized on a directorship basis.  
(membership or directorship)

ARTICLE IV

1. The address of the registered office is:

4660 S. Hagadorn Suite 500 East Lansing, Michigan 48823  
(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office, if different than above:

\_\_\_\_\_, Michigan \_\_\_\_\_  
(Street Address or P.O. Box) (City) (ZIP Code)

3. The name of the resident agent is: Michael P. Malone

ARTICLE V (Additional provisions, if any, may be inserted here; attach additional pages if needed.)

See Attached

5. COMPLETE SECTION (a) IF THE RESTATED ARTICLES DO NOT FURTHER AMEND THE ARTICLES OF INCORPORATION; OTHERWISE, COMPLETE SECTION (b).

a.  These Restated Articles of Incorporation were duly adopted on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in accordance with the provisions of Section 642 of the Act by the Board of Directors without a vote of the members or shareholders. These Restated Articles of Incorporation only restate and integrate and do not further amend the provisions of the Articles of Incorporation as heretofore amended and there is no material discrepancy between those provisions and the provisions of these Restated Articles.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_  
(Signature of Authorized Officer or Agent)

\_\_\_\_\_  
(Type or Print Name)

b.  These Restated Articles of Incorporation were duly adopted on the \_\_\_\_\_ 11th day of \_\_\_\_\_ August \_\_\_\_\_, 2004 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: (check one of the following)

were duly adopted by the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

were duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with Section 407(3) of the Act.

were duly adopted by the written consent of all the directors pursuant to Section 525 of the Act as the corporation is organized on a directorship basis.

were duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation)

Signed this 11th day of AUGUST, 2004

By Nathaniel Wells, III  
(Signature of President, Vice-President, Chairperson, or Vice-Chairperson)

NATHANIEL WELLS, III Board President  
(Type or Print Name) (Type or Print Title)

## ARTICLE II

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

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

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

#### ARTICLE V

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

#### ARTICLE VI

The corporation is a governmental entity.

#### ARTICLE VII

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

#### ARTICLE VIII

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

#### ARTICLE IX

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

#### ARTICLE X

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

#### ARTICLE XI

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

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

#### ARTICLE XII

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

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

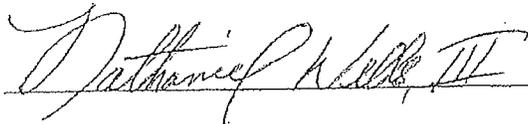
At any time and for any reason, the College Board or an authorized designee may propose specific changes to these Articles of Incorporation or may propose a meeting to discuss potential revision. The corporation's Board of Directors may delegate to an officer of the corporation the review and negotiation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

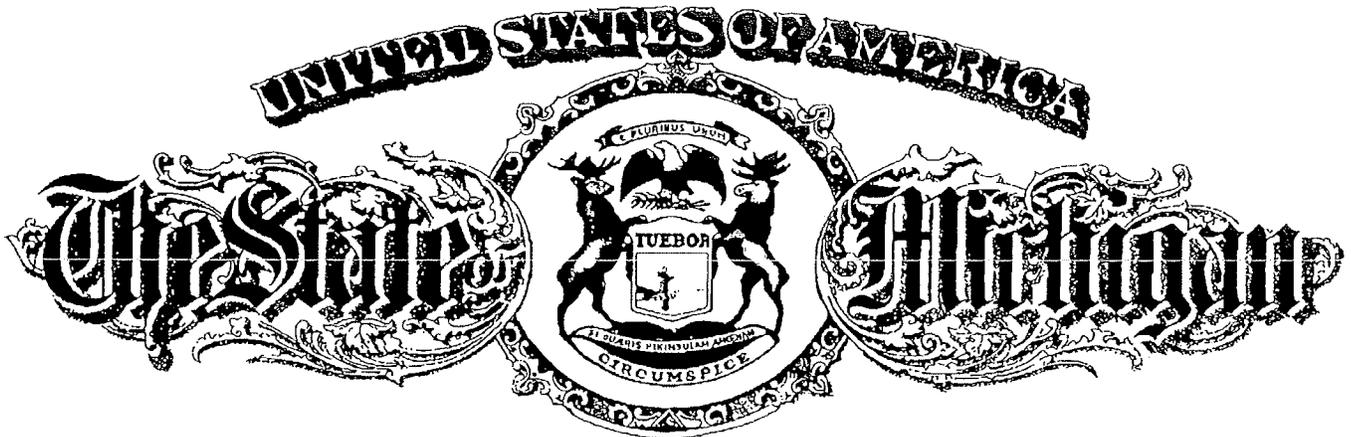
Amendments to these Articles of Incorporation take effect only after they have been approved by the corporation's Board of Directors and by the College Board or its designee and filed with the Michigan Department of Consumer and Industry Services, Bureau of Commercial Services. In addition, the corporation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

#### ADOPTION OF ARTICLES

These Articles of Incorporation were duly adopted on this 11<sup>th</sup> day of August, 2004. These Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless the College Board issues to the corporation a contract to operate as a public school academy, and the contract is executed by both the corporation and the College Board.

By: \_\_\_\_\_





**Department of Licensing and Regulatory Affairs**  
Lansing, Michigan

This is to Certify That

**MILDRED C. WELLS PREPARATORY ACADEMY**

was validly incorporated on March 3, 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, as amended, 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 Facsimile Transmission  
1437606

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 6th day of March, 2017.

*Julia Dale*

Julia Dale, Director  
Corporations, Securities & Commercial Licensing Bureau

# Tab 2

**CONTRACT SCHEDULE 2**

**BYLAWS**

**RESTATED BYLAWS**  
**OF**  
**MILDRED C. WELLS ACADEMY**

**ARTICLE I**

**NAME**

This organization shall be called Mildred C. Wells Academy (the "Academy" or "Corporation").

**ARTICLE II**

**FORM OF CORPORATION**

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

**ARTICLE III**

**OFFICES**

Section 1. Principal Office. The principal office of the Corporation shall be located in the City of Benton Harbor, County of Berrien, 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 in an open and public meeting, by unanimous consent of the Academy Board on the 5th day of JUNE, 2013.

  
Secretary

# Tab 3

**CONTRACT SCHEDULE 3**  
**FISCAL AGENT AGREEMENT**

## **SCHEDULE 3**

### **FISCAL AGENT AGREEMENT**

This Agreement is part of the Contract issued by the Bay Mills Community College Board of Regents ("College Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to the Mildred C. Wells Preparatory 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 3.02.

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

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

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

### ARTICLE III

#### STATE DUTIES

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

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

### ARTICLE IV

#### ACADEMY DUTIES

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

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

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

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

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

## ARTICLE V

### RECORDS AND REPORTS

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

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, 2017, and annually thereafter, a written report dated as of August 31 summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the College Board receives under this Agreement.

## ARTICLE VI

### CONCERNING THE FISCAL AGENT

Section 6.01. 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 this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any error of judgment; and the Fiscal Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its gross negligence or willful default.

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

Acknowledgment of Receipt

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

BY: Mary G. Martin

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

Date: 7-7-17

Acknowledgment of Receipt

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

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

Date: 7-7-17

Acknowledgment of Receipt

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

BY:

Mary G. Martin

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

Date: 7-7-17

# Tab 4

**CONTRACT SCHEDULE 4**  
**OVERSIGHT AGREEMENT**

## SCHEDULE 4

### OVERSIGHT AGREEMENT

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

#### Preliminary Recitals

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

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

### ARTICLE I

#### DEFINITIONS AND INTERPRETATIONS

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

"Agreement" means this Oversight Agreement.

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

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

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

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

## ARTICLE II

### OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

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

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

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

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

must set forth in all public notices the date for the holding of a random selection drawing if such a drawing becomes necessary.

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

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

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

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

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

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

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

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

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

### ARTICLE III

#### RECORDS AND REPORTS

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

### ARTICLE IV

#### MISCELLANEOUS

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

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

Section 4.03. Audit and Evaluation. The Academy:

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

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

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

## ARTICLE V

### TRANSPARENCY PROVISION

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

A. 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 I environmental report (if required)
24. List of current Academy teachers and school administrators with names and addresses and their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal back-ground and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board
29. Proof of insurance as required by the Contract
30. Any other information specifically required under the Code

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

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

# Tab 5

**CONTRACT SCHEDULE 5**

**DESCRIPTION OF STAFF RESPONSIBILITIES**

# Mildred C. Wells Preparatory Academy

## Schedule 5 Description of Staff Responsibilities

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# The Leona Group, L.L.C.

## Job Description

**Job Title:** Behavioral Services Coordinator  
**Department:** School  
**FLSA Status:** Non-exempt

### SUMMARY

Assist other school personnel in creating a positive and productive teaching/learning environment by working with the student on accomplishing specified behavior goals while in communication with the school social worker, assistant school leader, and parents for a successful educational environment.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Assist students with daily behavior objectives.
- Attend parent/teacher conferences.
- Work cooperatively with other school staff to provide learning opportunities for children.
- Help maintain discipline and facilitate a Positive Peer Culture.
- Observe and document student behaviors for program adherence.
- Follow written and verbal directions from supervision.
- Manage multiple concurrent projects.
- Provide consultation to parents/guardians and staff regarding student counseling sessions.
- Develop support services activities for students designed to strengthen their academic performance as well as their adjustment to school and life such as Big Brothers/Big Sisters, drug awareness activities, character education, etc.
- Team with the Academy social workers, school leader and assistant school leader in the development and implementation of student behavior management activities.
- Provide referrals to appropriate professionals in the school and/or the outside community.
- Provide feedback to school personnel based on classroom observation.

### QUALIFICATIONS

- Bachelor's degree desired but not required.
- Must meet No Child Left Behind requirements for Para-Professionals (specifically an associate's degree, 60 college credits, or passing scores on a Michigan Department of Education approved test).
- Demonstrated proficiency in a teaching/tutoring capacity.
- Evidence of successful experience in employee, student, and parent relations.
- Conflict, Prevention and Intervention (CPI) Training desired but not required.
- Knowledge of Positive Peer Culture Model and the goals of the model desired, specifically creating a safe, welcoming, and respectful school climate and positive peer culture that helps student attachment to school and counter harassment and other negative behaviors.
- Ability to de-escalate emotionally charged individuals.

## **The Leona Group, L.L.C.**

### **Job Description**

**Job Title:** Bus Driver  
**Department:** School  
**FLSA Status:** Non-exempt  
**Prepared Date:** January 18, 2008

#### **SUMMARY**

Transport students safely to and from school or to school-sponsored activities. Maintain safe and clean bus conditions, keep necessary records, and communicate effectively with parents, students and staff about transportation-related matters.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Drive school bus or other assigned vehicle to transport students between home and school or on school-sponsored activities. Adhere to transportation schedule so that students arrive on time to school or home. Follow all assigned traffic rules, safety procedures, and school expectations for transportation program.
- Report any incidents, accidents, or safety concerns to school administration. Complete related incident reports and comply fully with any accident investigation, insurance claim processing, safety checks, or other inquiries.
- Participate in any necessary safety drills, driver training, certification procedures, or other steps required to maintain driving credentials. Submit to random drug tests as required according to U.S. Department of Transportation requirements.
- Implement student procedures to ensure safety on the bus. Make necessary reports to parents and administrators when student behavior is a concern.
- Communicate professionally with students and parents regarding student needs or concerns; provide timely notice to parents and administrators in the event of any deviations from transportation schedule.
- Maintain a high level of cleanliness on assigned vehicle(s).
- Notify administrator of any necessary repairs or maintenance on assigned vehicle(s).

#### **QUALIFICATIONS**

- Basic writing, reading and communications skills as acquired through a high school diploma or higher. Able to read and understand transportation instructions, traffic regulations and signs, and to make written and oral reports to supervisors.
- Prior experience in driving a bus or commercial vehicle preferred.
- Valid driver's license with appropriate endorsements as required in each state.
- Clear background check including motor vehicle record to enable the individual to be covered through the school's insurance regarding student transportation.

- Able to communicate professionally and politely with students and parents even in stressful situations such as when the bus is delayed or when an accident has occurred; able to exercise appropriate supervision of students on the bus and to maintain order and discipline.
- Able to comply with routine safety procedures such as vehicle checks, end-of-shift sweep, and others.
- Clean pre-employment drug test and willingness to submit to random drug testing.

**The Leona Group, L.L.C.**

## **Job Description**

**Job Title:** Custodian  
**FLSA Status:** Non-Exempt

### **SUMMARY**

Responsible for keeping the school site and school materials clean and in good working order; identify potentially unsafe situations, and keep the physical plant and surrounding areas clean and free of debris.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following.

- Implement the directives of the School Leader or other designated supervisor with respect to cleaning the academy facility. May include cleaning classrooms, common areas, offices, restrooms, athletic facilities, or any inside or outside area of the school building and grounds.
- Report concerns about safety or health as related to the academy facility to the School Leader; whenever possible, immediately correct potentially unsafe situations in order to avoid injury to self, staff, students, visitors and others.
- Follow established guidelines related to universal precautions including blood-borne pathogens procedures.
- May be responsible for ordering or purchasing cleaning materials or other supplies related to custodial work; follow procedures to ensure expenditures are properly documented and academy funds are properly handled.
- Work cooperatively with other staff members in completing assignments. May be responsible for coordination of work with facility landlord, if applicable.
- Other duties as assigned.

### **QUALIFICATIONS**

- Basic reading, writing and speaking skills to enable staff member to understand and carry out supervisory instructions and to read and understand health and safety information (for example Material Safety Data Sheets).
- Ability to organize work to meet daily deadlines.
- May be required to work afternoon or evening shifts, depending on academy needs.

### **PHYSICAL REQUIREMENTS**

Able to perform custodial duties including sweeping, mopping, vacuuming, removing trash, which entails:

- Lifting up to x pounds (how often per day or per hour?)
- Bending and twisting frequently throughout the work day
- (others? stair climbing, depending on the facility?)

# The Leona Group, L.L.C.

## Job Description

**Job Title:** Bus Aide  
**Department:** School  
**FLSA Status:** Non-exempt

### SUMMARY

Assist school bus driver(s) in transporting students safely to and from school or to school-sponsored activities. Maintain safe and clean bus conditions, keep necessary records, and communicate effectively with parents, students and staff about transportation-related matters.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Ride school bus or other assigned vehicle transporting students between home and school or on school-sponsored activities in order to assist the driver(s) in maintaining safety and security on the bus. Monitor student behavior and address any concerns with behavior, conduct or adherence to safety expectations. Follow all assigned safety procedures and school expectations for transportation program.
- Report any incidents, accidents, or safety concerns to school administration. May assist driver in completing related incident reports. Comply fully with any accident investigation, insurance claim processing, safety checks, or other inquiries.
- Participate in any necessary safety drills, training, certification procedures, or other steps required. Submit to random drug tests if required according to U.S. Department of Transportation requirements.
- Implement student procedures to ensure safety on the bus. Make necessary reports to parents and administrators when student behavior is a concern.
- Communicate professionally with students and parents regarding student needs or concerns.
- Maintain a high level of cleanliness on assigned vehicle(s).
- Other duties as assigned.

### QUALIFICATIONS

- Basic writing, reading and communications skills as acquired through a high school diploma or higher. Able to read and understand transportation instructions, safety rules and regulations, and to make written and oral reports to supervisors.
- Able to communicate professionally and politely with students and parents even in stressful situations such as delays, accidents or complaints; able to exercise appropriate supervision of students on the bus and to maintain order and discipline.
- Able to comply with routine safety procedures such as vehicle checks, end-of-shift sweep, and others.
- Clean pre-employment drug test and willingness to submit to random drug testing.

The Leona Group, L.L.C.

## Job Description

**Job Title:** Cafeteria Aide  
**Department:** School Food Service  
**FLSA Status:** Non-exempt  
**Updated:** August 2009

### SUMMARY

Provide assistance to Cafeteria Manager in the lunchroom.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Assist in serving food as assigned.
- Prepare cafeteria for service such as placing chairs, washing tables, cleaning and placing trays, etc. Organize supplies and equipment for efficiency and according to procedures.
- Make silverware accessible to students.
- Handle trash (place bags in trash cans, take out trash regularly, maintain cleanliness.)
- Assist with student needs and discipline while in the cafeteria.
- Clean after food service; stack chairs, move tables, organize supplies, sweep and mop as directed.
- Return all cleaning equipment to designated area.
- Other duties as assigned.

### QUALIFICATIONS

- Basic abilities to read and write to enable the employee to understand instructions and procedures for the food service program, as acquired through a high school diploma or equivalent coursework, experience and/or training.
- If required by the local jurisdiction, will be required to attain a permit or other credential for food handling; must have skills and knowledge necessary to attain such a qualification upon hire.
- Evidence of successful experience in student relations.
- Experience with the non-instructional supervision of children in an educational or similar setting.
- Ability to maintain a professional working relationship with others.

The Leona Group, LLC

**Job Description**

Division/Department: Academic Support
Location: <Academy Name>
Job Title: Instructional Coach
Reports To: School Leader

**Summary**

Assist the School Leader in improving the quality of instruction at the Academy at an aggregate level as well as at the classroom and student level. Supports teachers in planning and delivering high-quality instruction by giving feedback, sharing best practices, and providing resources. Provide data to the School Leader to support effective assessment and training. May assist the Leader in planning and facilitating teacher collaboration and professional learning communities.

**Essential Duties and Responsibilities**

Develop, with the collaboration of the teacher, clear, realistic and important instructional goals, professional development goals that are standards based and reflect the individual needs of the teacher.

Guide, teach, influence, and support teachers in planning and delivering high quality instruction in the classroom through reflection, collaboration, and shared inquiry. Observe teachers and review lesson plans and other teacher-generated documents, and give constructive feedback for improvement.

Share methods, materials, and other resources through modeling and other best practices to enhance teacher effectiveness.

Provide meaningful, timely feedback to teachers on ways to improve teaching skills.

Monitor the implementation of teaching and learning processes in classrooms.

Research instructional resources that best benefit the individual classroom teacher.

Employ coaching processes that foster increased autonomy in direction and responsibility.

Provide guidance with educational programs while incorporating effective processes to achieve desired programmatic goals.

Impart a repertoire of teaching methods, intervention strategies, and alternative modalities of learning that affect student achievement.

Facilitate reflective thinking and self-advocacy by being a neutral and active listener.

Advocate on behalf of the students to ensure quality of education for all and to accomplish the school's educational goals.

Promote on behalf of the classroom teacher, with the school administration, suitable professional development.

Determine the appropriate research-based resources necessary to improve the instructional abilities and skills of the individual teacher.

Maintain consistent communication with the School Leader to share data, thoughts and observations and to celebrate successes and troubleshoot program issues.

Other duties as assigned.

Required Qualifications
-------------------------

Superior teaching skills, as acquired through a current teaching certificate/license, 3-5 years of teaching experience, and demonstrated success in teaching as evidenced by student assessment data and other evidence.

Ability to effectively share information and skills regarding data, curriculum, instruction, and assessment with school staff using a variety of coaching processes, e.g., verbal explanation, modeling, co-teaching, observing, conducting study groups, and other forms of professional development, as acquired through prior experience as a lead teacher, instructional coach, consultant, or comparable role.

Ability to conduct classroom walkthroughs and observations for the purpose of identifying areas of strengths, weaknesses and professional development needs of the classroom teacher.

Ability to create and maintain positive and supportive relationships with the principal and school staff.

Ability to recognize the need for and knowledge of how to train staff to map and align the curriculum.

Knowledge of how to disaggregate student data for instructional planning.

Ability to develop and implement differentiated instructional methods that correspond to specific student needs.

Knowledge of how to select appropriate instructional practices for various student groups.

Understanding of how to appropriately use diagnostic tools and formative assessments to determine appropriate instruction. Familiar with a variety of instruments, technology tools and other resources for assessing and enhancing student performance.

## Job Description

**Job Title:** Office Manager

### SUMMARY

Manage school administrative functions, processes, equipment, and employees in accordance with school and Leona standards.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Maintain accurate and complete student records including hard-copy records, entry to student data management systems, department-specific records, and others.. As required by the state and/or authorizer/sponsor, perform data entry for state reporting purposes.
- Generate and review reports for quality control purposes, trouble-shoot and resolve problems. Provide regular reports to Leader, Board, corporate office, or others as directed, on topics such as enrollment, attendance, school programs or events, etc.
- Ensure procedures are in place to ensure the confidentiality of student records.
- Analyze and organize and direct office operations, procedures, and work flow to ensure that school and management company procedures are properly implemented. Provide training and direction for other office staff, if applicable. Make recommendations for improvement in school and office operations to School Leader. Remain aware of authorizer, state and federal compliance expectations and their impact on the school's standing.
- Assist with office clerical duties as needed including reception, keyboarding, making announcements, mail distribution, greeting visitors, and others.
- Assist with the scheduling of substitute teachers.
- Serve as liaison to building maintenance/property manager.
- Order office and school supplies; generate check requests, expense reports, purchase orders and other documents for Leader approval in a timely fashion. Interact with corporate support departments to identify and resolve problems; inform School Leader of concerns.
- Assist with facility security through coordination of office keys, passcards, equipment, or other items.
- Support Human Resource initiatives such as annual benefits enrollment processes, new employee orientation, staff training and professional development, etc. Process clerical and personnel records to insure completeness, accuracy, confidentiality and timeliness.
- Review school payroll on a timely basis and prepare for Leader approval. Coordinate new hire processing; as requested, prepare documentation of personnel actions for Leader approval; maintain 'local' personnel files. Assist in coordination of social functions and other school meetings.
- Maintain and reconcile petty cash and school checking account.
- Administer first-aid and/or medications as permitted by parent/guardian authorization.
- Manage school document retention and destruction compliance as outlined by state archives.
- May serve as coordinating liaison for school volunteers including Parent-Teacher organizations.

## **REQUIRED QUALIFICATIONS**

- Appropriate general business writing and math skills as acquired through college coursework or equivalent training and experience.
- Strong proficiency in Microsoft Office products including Word, Excel, PowerPoint, and Outlook, as acquired through 3 or more years' work experience.
- Accurate alphanumeric data entry skills; familiarity with school management software programs; prior experience in a public school setting helpful but not required.
- Demonstrated success in implementing school and business office procedures as acquired through prior work experience.
- Evidence of proficiency in organizing projects and meeting multiple concurrent deadlines while successfully managing ongoing administrative work with frequent interruptions.
- Superior customer service skills; able to properly address internal and external customers in person, by phone, in writing and in email.
- Evidence of successful experience in student and parent relations.
- Ability to work as a team member to accomplish multiple complex and time-sensitive tasks. Prior experience training and supervising clerical or support staff is helpful but not required.
- Demonstrated ability to function independently in coordinating the responsibilities of a school office setting and in the frequent absence of the supervisor.
- Demonstrated ability to properly safeguard the confidentiality of student, staff and school data as well as office communications, activities and decisions.
- May be required to travel, including occasional overnight travel, to attend training and authorizer/sponsor mandated events.

## **PHYSICAL REQUIREMENTS**

(To be defined per location)

# The Leona Group, L.L.C.

## Job Description

**Job Title:** Teacher  
**Department:** School  
**FLSA Status:** Exempt

### SUMMARY

Provide high-quality instruction to students and work collaboratively with the school leader, colleagues, students, parents and the board to accomplish or surpass the academy's articulated educational goals. Work as a collaborative team member to implement the academy curriculum and accomplish short- and long-term academy goals.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following.

- Create a classroom environment that is conducive to learning; develop reasonable rules of classroom behavior and procedure; enforce the academy's student discipline code; collaborate in the implementation of initiatives such as school-wide behavior management systems.
- Plan a program of study that meets the individual needs and goals of students; establish clear objectives for all lessons and units; ensure that lessons -- as planned, delivered, and assessed -- are aligned with state curriculum and school-wide curriculum standards.
- Develop lesson plans and submit them for review and feedback as scheduled; work cooperatively with the academy's instructional coach to learn from feedback and improve the quality of instruction. Participate in ongoing analysis and planning to ensure that the school's curriculum remains aligned to state standards.
- Collaborate with special education staff to implement, to the greatest extent possible, an inclusive approach to students with special needs. Remain aware of student needs; participate in child study teams or individualized education planning; implement accommodations and modifications as indicated in student IEP's; seek advice and counsel from student support services areas when needed to ensure that all students are fully served.
- Collaborate with other staff, as necessary, to implement grant-funded programming to accelerate learning for students with a variety of needs including special education, at-risk, limited English proficient students and others, to bring them to grade level proficiency.
- Maintain accurate and complete records as required; maintain the confidentiality of student records and student information. Complete any documentation necessary for the academy to be in compliance with regulatory requirements, such as time and effort reporting.
- Communicate with parents and make provisions for being available outside normal hours; work with parents to encourage participation in their child's learning experiences; provide regular communication to parents regarding their children's performance.
- Maintain professional competence via conferences, mentoring, involvement in professional organizations, continuing coursework, etc. Complete all coursework and other requirements necessary to maintain teaching credentials and "highly qualified" status, as required by the teacher's assignment.
- Inform the school leader of needed instructional resources. Serve as an active member of teams such as grade-level, school-wide planning, school improvement or other areas of focus.
- May participate in extracurricular activities such as coaching, clubs, student government, tutoring, enrichment activities, etc.
- Other duties as assigned.

## REQUIRED QUALIFICATIONS

- State teacher licensure/certification with appropriate endorsements(s).
- Bachelor's degree with subject area emphasis and/or coursework and/or experience necessary to be deemed "highly qualified" for the grade/subjects to be taught. (If permitted by the state, may be hired with lesser credentials, but will be required to develop and complete a plan of action to become "highly qualified" within a prescribed period of time.).
- Demonstrated commitment to young people's learning success and achievement.
- Demonstrated proficiency in a teaching/tutoring capacity as acquired through prior experience in tutoring, teaching or other education-related experience; evidence of successful experience in student and parent relations.

# The Leona Group, L.L.C.

## Job Description

**Job Title:** School Leader

Provide on-site educational leadership and managerial expertise necessary to accomplish the specified educational goals and to assure the overall success of the academic program.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Ensure that all aspects of operations comply with state laws and regulations, as well as with academy contracts and policies.
- Coordinate development of, and maintain, any written educational plan required by law and consistent with the educational goals adopted by the board.
- Ensure proper implementation of the school-wide instructional plan and adherence to state and federal Adequate Yearly Progress (AYP) requirements.
- Strive to increase the efficient use of resources in the daily operations of the school.
- Articulate to the entire staff, board, student body, parents and community, the vision, mission and strategies that help achieve the defined educational goals and objectives.
- Continually monitor/supervise the progress of the staff and coordinate professional development opportunities on a regular basis.
- Assign staff to achieve the maximum benefit toward attainment of educational goals.
- Evaluate the progress of the professional and support staff toward the attainment of educational goals.
- Recommend changes in instructional or staffing patterns based on the analysis of staff and program progress.
- Establish and maintain a positive working relationship with the staff, student body, parents and community.
- Remain abreast of local, state and national issues/mandates that may affect the Academy.
- Maintain effective communication with supervisor and other company personnel in fulfilling managerial oversight responsibilities. Seek counsel and direction as needed to perform at a high level.

### REQUIRED QUALIFICATIONS

- High level of ability to communicate, by action, demeanor, and relationships with others, the school's mission and vision; ability to persuade key audiences; able to engage staff to deliver the same core messages and to motivate them to do the same.
- A master's degree or higher in administration, curriculum/instruction or an academic area desired, providing expertise in curriculum development, leadership, and program oversight. Bachelor's degree required.
- 3-5 years administrative or supervisory experience, demonstrating a high level of skill in supervising a staff, effectively training, delegating and coaching for high performance.

- A high level of initiative and the ability to manage short- and long-term projects and initiatives; able to use technology and other tools effectively to utilize information, communicate, and manage projects. Adequate understanding of school finances preferred, to effectively manage the academy budget in conjunction with other departments and with the academy board.
- Evidence of successful experience in employee/parent relations. Excellent ability to: reach out to diverse elements of the school, local, and Leona community; form and sustain positive relationships; and promote the school to prospective parents and community partners.
- Ability to create and nurture an effective academy leadership team, encompassing administration, curriculum, support services, and all other key areas.
- Excellent analytical skills; able to absorb, synthesize and respond to data from multiple diverse sources; able to implement sound data analysis practices throughout the school for the purpose of continuous improvement.
- State teacher certification desired, along with successful teaching experience; or other equivalent experience providing the skills and knowledge necessary for school leadership.

# The Leona Group, L.L.C.

## Job Description

**Job Title:** Security  
**Job Status:** Non-Exempt ("Hourly")  
**Latest Revision Date:** January, 2006

### SUMMARY

Responsible for monitoring the school property, helping to assure a safe, orderly environment, and notifying school leadership of any unusual occurrences. Responsible for assuring that all of the entrances and exits of the school are properly secured for the safety of the students and staff. In cooperation with the office staff, is responsible for greeting visitors and ensuring safety and security procedures are followed with respect to visitors.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Conduct regular walkthroughs inside and outside of the school.
- Identify unclean, unsafe or disorderly situations and resolve them, or elevate the concern to the leadership staff.
- Maintain regular records related to security incidents.
- Communicate with students and others in the school to de-escalate problem situations and avoid conflicts; if conflicts or fights do arise, intervene to resolve issues, restore order and avoid injuries or damage; call for police or other assistance as appropriate .
- Cooperate with law enforcement authorities as needed to make reports or investigate problem situations .
- Assist in conducting fire and tornado drills, evacuation plans, etc. May assist in emergency planning and emergency communications.
- Administer first aid.
- Other duties as assigned.

### QUALIFICATIONS

- Proven ability to communicate effectively with others in difficult or confrontational situations; able to de-escalate conflict and resolve disputes. Prior training in dispute resolution, mediation, and/or appropriate procedures to restrain students would be helpful.
- Excellent interpersonal communication skills; able to maintain effective working relationships with students, staff, and others throughout the school. Able to create a welcoming environment while also maintaining safety and security.
- Certification to perform first aid and CPR.
- Prior relevant work history, such as experience in security, law enforcement, or school discipline.
- Good basic business writing skills as acquired through a high school diploma or equivalent

- Physical/motor skills sufficient to allow the employee to move throughout the building quickly, make accurate observations of the environment, and to intervene if necessary in resolving conflicts.

# The Leona Group, L.L.C.

## Job Description

**Job Title:** Substitute Teacher  
**Department:** School

### SUMMARY

Responsible for carrying out the lesson plans of the teacher for whom he/she is substituting.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Follow the lesson plan provided by the teacher for whom he / she is substituting in accordance with the Academy's philosophy, goals and objectives.
- Maintain appropriate records such as attendance and grades as directed by the Teacher or by school administration.
- Establish and maintain order in the classroom.
- Maintain a classroom environment conducive to effective learning.
- Take all necessary and reasonable precautions to protect the safety and security of students, materials, equipment and facilities.
- Assist in upholding and enforcing school rules and administrative regulations.

### QUALIFICATIONS

- State teacher licensure/certification preferred but not required; if not licensed/certified, must meet requirements to be eligible for a temporary/substitute credential according to state requirements.
- Educational credentials as required by the state in which the Academy is located; bachelor's degree preferred.
- Demonstrated commitment to young people's learning success and achievement.
- Demonstrated proficiency in a tutoring or instructional support capacity.
- Evidence of successful experience in student and parent relations.

## The Leona Group, L.L.C. Job Description

**Job Title:** Title I Paraprofessional  
**Former Titles:** Title I Aides, Instructional Aides, Educational Assistants, Para-educator, Educational Aides, Tutors  
**Department:** School  
**FLSA Status:** Non-exempt  
**Prepared Date:** November 30, 2011

### SUMMARY

Provide supplemental instructional support to eligible students.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Deliver interventions to students based on the instructional plans developed by the Title I Teacher and/or the General Education Teacher. Interventions may include support in the form of small group and/or individualized instruction, tutoring, guided practice, or other techniques, as guided by the teacher.
- Report back to the Title I Teacher and/or General Education Teacher on the outcomes of the interventions conducted by keeping daily student outcome reports
- Administer assessments and screeners that will contribute to the teachers' decisions in regards to:
  - determining eligibility for entry into Title I program
  - creating appropriate interventions
  - progress-monitoring
  - exiting students from the Title I program
- May attend parent/teacher conferences as needed to support the teacher in communicating with parents about student performance, behavior, or other topics.
- Maintain student files as requested and required by the needs of federal, state and local guidelines to track student progress. Maintain the confidentiality of student records and student information.
- Maintain activity logs and time and effort documentation that comply with regulatory requirements
- Maintain constant communication with Title I Teachers and General Education Teachers regarding the progress of and concerns about Title I students
- May serve as an active member of teams such as RTI team, data team, PBS team, school improvement team, etc.
- Assist the teacher in communicating and upholding behavior and conduct expectations found in the school-wide behavior management plan; assist in maintaining a safe and secure environment in the classroom.
- Other duties as assigned.

### **REQUIRED QUALIFICATIONS**

- Good general reading, writing and math skills as evidenced by meeting No Child Left Behind requirements for Para-Professionals (specifically an associate's degree, 60 college credits, or passing scores on an equivalent state-approved assessment).

### **DESIRED QUALIFICATIONS**

- Evidence of successful experience in student and parent relations as evidenced through prior experience in personal or professional settings.
- Demonstrated proficiency in an instructional support capacity, as acquired through prior experience in tutoring, teaching or similar work experience.
- Willingness to learn
- Flexible
- Knowledge of and the ability to assist in instructing reading, writing, and mathematics as appropriate

## MANAGEMENT AGREEMENT

This Management Agreement (the "Agreement") is made and entered into as of the 14 day of June, 2013, by and between Mildred C. Wells Academy, a Michigan non-profit corporation and a public school academy ("MCWA") and The Leona Group, L.L.C. a Michigan limited liability company ("TLG").

### RECITALS

A. MCWA has been granted a Public School Academy Contract (the "Public School Academy Contract") by the Bay Mills Community College Board of Regents (the "Authorizer") to operate a public school academy (the "Academy") pursuant to the Public School Academy Contract in accordance with the Michigan Revised School Code (the "Code") under the name of "Mildred C. Wells Academy."

B. MCWA and TLG desire to create an enduring educational partnership, whereby MCWA and TLG will work together to develop an environment of educational excellence and innovation at MCWA, based upon TLG's experience and capacity to implement and manage a comprehensive educational program ("Educational Program").

C. MCWA has approved TLG's Educational Program, and agrees that it is in the best interest of MCWA and the Academy to enter into this Agreement with TLG.

THEREFORE, the parties mutually agree as follows:

1. Public School Academy Contract; Required Provisions. Notwithstanding, anything contained in the Agreement to the contrary, MCWA and TLG covenant and agree, as follows:

1.1 Public School Academy Contract Compliance. TLG agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Public School Academy Contract issued by Authorizer. The provisions of the Public School Academy Contract shall supersede any competing or conflicting provisions contained in this Agreement.

1.2 Academy Board Autonomy. Nothing in this Agreement shall be construed to (i) interfere with the Board of Directors of MCWA's (the "Academy Board") duties under the Public School Academy Contract or applicable law; (ii) create a delegation of authority from the Academy Board to TLG that is prohibited under the Public School Academy Contract or applicable law; or (iii) cause MCWA's duties under the Public School Academy Contract to be limited or rendered impossible by action or inaction of TLG. MCWA's Chief Administrative Officer (CAO) shall be an Academy Board member and not an employee of TLG.

1.3 Governmental Immunity. No provision contained in this Agreement shall in any way impact MCWA's course of action in choosing to assert or not assert governmental immunity.

1.4 Academy Records. All financial, educational and student records pertaining to the Academy are MCWA's property ("Academy Records") and that the Academy Records are

subject to the provisions of the Michigan Freedom of Information Act. The Academy Records must be stored, in physical form, on-site at the Academy's facility or be directly accessible at the Academy's facility. In addition, all records pertaining to teach and administrator certification, as well as a copy of the employee handbook, shall be maintained physically on site or directly accessible at the Academy facility.

1.5 Financial and Other Records of MCWA. All finance and other records of TLG related to MCWA will be made available to MCWA's independent auditor.

1.6 Selection of Auditor and Academy Bank Account. The Academy Board shall have sole responsibility and authority to select and retain the independent auditor for MCWA. In addition, no provision of this Agreement shall alter the Board Treasurer's legal obligation to direct that the deposit of all funds received by MCWA be placed in MCWA's depository account as required. Further, the signatories on the Board's depository account shall be solely Board members and/or properly designated Board employees. All interest or investment earnings on MCWA deposits shall accrue to MCWA.

1.7 No Markup of Costs; Ownership of Certain Personal Property. TLG hereby certifies that it will not markup the costs of supplies, materials or equipment procured by TLG on MCWA's behalf and that all supplies, materials and equipment procured by TLG on behalf of MCWA will be inventoried by an acceptable method of inventory and further that an inventory of Academy equipment shall be maintained so that it can be clearly established which property belongs to MCWA. Supplies, materials or equipment procured by TLG on MCWA's behalf shall be owned by MCWA.

1.8 Effect of Termination. In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's Term, TLG shall provide transition services to the Academy as follows:

1.8.1 Close the books on the final year of operations in a manner and form in keeping with the industry standard, prepare financial records in audit-ready form, and hand said records off to the Academy Board or successor management company. If the school year of termination extends beyond June 30, this Paragraph shall include getting all business and financial records from July 1 through August 31 of that year prepared in a form in keeping with the industry standard which may be turned over to the Academy Board or successor management company.

1.8.2 Complete student records in a manner in keeping with the industry standard and hand them off to the Academy Board or successor management company.

1.8.3 Complete and organize all Academy documents in a manner and form in keeping with the industry standard, including without limitation minutes, third party contracts, correspondence relating to Academy business, notices, and so forth, and hand them off to the Academy Board or successor management company.

1.8.4 Complete all reporting and compliance requirements up to and including the final year of operations.

1.8.5 The parties may agree upon other transition services to be provided by TLG, at a mutually agreed upon fee. Any addition of transition services shall be documented by an amendment to this Agreement and approved by the Academy Board and TLG.

1.9 Academy Staff. With respect to all persons providing instructional or administrative services to the Academy on a full time basis (the "Academy Staff") (i) nothing in this Agreement shall be construed as imposing a non-competition, no-hire, or similar provision, which would prohibit or restrict MCWA from hiring a member of the Academy Staff; nor (ii) shall any separate agreement between TLG and a member of the Academy Staff contain such a provision prohibiting or restricting a member of the Academy Staff from accepting employment from MCWA.

1.10 Modification or Amendment and Additional Agreements. No material amendment or modification to this Agreement or any additional agreements (including but not limited to lease agreements, loan agreements, promissory note or any other agreements) by the parties shall be undertaken without notification of the Authorizer and each such amendment or modification of this Agreement and any additional agreements shall be accompanied by a legal opinion of MCWA's independent legal counsel that all requirements of applicable law and the Authorizer's policies have been met and that there are no improper and/or unlawful interrelations or conflicts created by such amendment or modification.

1.11 Indemnification of Authorizer. The parties acknowledge and agree that the Authorizer 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 Authorizer 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 Authorizer, which arise out of or are in any manner connected with Authorizer's approval of the Academy's application, Authorizer's consideration of or issuance of the Public School Academy Contract, the Academy Board's or TLG's preparation for and operation of the Academy, or which are incurred as a result of the reliance by Authorizer or its members, or their respective officers, employees, agents or representatives, upon information supplied by the Academy Board or TLG, or which arise out of the failure of the Academy Board or TLG to perform its obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that Authorizer 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.

1.12 Background Checks. All Academy Staff shall undergo criminal background and unprofessional conduct checks as required by applicable law and all evidence of such reviews shall be available, in physical form, at the Academy facility or directly accessible at the Academy facility.

1.13 MCL 380.503c Compliance. On an annual basis, TLG 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.

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

2. Educational Services. For the Term of this Agreement, TLG will provide to MCWA in conjunction with the Academy Board the following educational services consistent with the Public School Academy Contract (the "Educational Services"):

2.1 Curriculum. The development and implementation of the curriculum used at MCWA.

2.2 Instruction. Oversight and coordination of the services to be provided by instructional personnel, including the School Leader(s), its teachers and support staff, all in accordance with this Agreement.

2.3 Instructional Tools. The selection of instructional tools, equipment and supplies, including text books, computers, software and multi-media teaching tools approved by the Academy Board.

2.4 Extra-Curricular and Co-Curricular Programs. The development and implementation of appropriate extra-curricular and co-curricular activities and programs approved by the Academy Board.

2.5 Additional Educational Services. Any other services required by the Authorizer or the State of Michigan Department of Education and such other services as are necessary or expedient for the improvement of teaching and learning at MCWA as agreed to from time to time between TLG and MCWA ("Supplemental Programs"). Supplemental Programs shall be added to this agreement by amendment approved by the Academy Board and TLG.

3. Administrative Services. For the Term (as defined in Section 9), subject to the Public School Academy Contract and with the approval Academy Board, TLG will provide to MCWA the following administrative services (the "Administrative Services"):

3.1 Personnel Management. Management and professional development of all personnel providing Educational Services and Administrative Services in accordance with Section 14.

3.2 Facility Operation and Maintenance. Coordination with entities with which TLG contracts on behalf of MCWA for the provision of operation and maintenance services for the Academy's facility (the "Facility") to the extent consistent with any and all documents pertaining to the Facility, together with the management and assessment of the services provided under such contracts and/or the supervision of employees involved in providing such services. To the extent that TLG has any ownership interest in the Facility, the parties agree that the Academy Board shall retain the responsibility to handle any and all negotiations and disputes with the owners of the Facility.

3.3 Technology and Professional Development. With the approval of the Academy Board, coordination with entities with which TLG contracts on behalf of MCWA for the provision of technology and professional development services for the Academy, together with the management and assessment of the services provided under such contracts and/or the supervision of employees involved in providing such services.

3.4 Business Administration. Administration of all business aspects of MCWA operation.

3.5 Transportation and Food Services. With the approval of the Academy Board, coordination with entities with which TLG contracts on behalf of MCWA for the provision of transportation and food services for the students enrolled at MCWA, together with the management and assessment of the services provided under such contracts and/or the supervision of employees involved providing such services.

3.6 Public Relations. Coordination and assistance with any and all advertising, media and public relations efforts, including community outreach programs as approved by the Academy Board. All public relations will be subject to the mutual approval of both parties, which approval may not be unreasonably withheld. All advertising, media, public relations and marketing and development costs paid by or charged to MCWA shall be limited to those costs specific to the MCWA program, and shall not include any costs for the marketing and development of TLG

3.7 Budgeting, Budgeting Process, Financial and Other Reporting.

3.7.1 Beginning with respect to the 2013-14 School Year, the preparation of a proposed annual budget (the "Academy Budget") for each School Year, subject to the review and approval of the Academy Board. For purposes of this Agreement, the term "School Year" shall have the meaning as provided in the Public School Academy Contract. The projected Academy Budget will include, but not be limited to, the financial details relating to the Educational Services and Administrative Services to be provided pursuant to this Agreement.

3.7.2 TLG shall deliver a draft of the Academy Budget for each School Year to the Academy Board not less than forty-five (45) days prior to the date on which the Academy Budget for any School Year must be submitted to Authorizer and/or any State governmental agency. The Academy Board shall review the Academy Budget within ten (10) business days following the receipt thereof (the "Budget Review Period") which review may include an independent evaluation of the Academy Budget by such

accountants, attorneys, and other financial advisors that the Academy Board deems necessary or desirable. The Academy Board is responsible for determining the budget reserve amount included in the Academy Budget. The Academy Board is responsible for the approval of the Academy Budget and shall work with TLG to ensure the approved Academy Budget is submitted to the Authorizer and/or any other State governmental agency in accordance with the Public School Academy Contract and applicable law.

3.7.3 Working in cooperation with the Academy Board, TLG shall prepare, for Academy Board approval, modifications or amendments to the Academy Budget which may be necessitated by changes in projections or circumstances or the occurrence of unexpected events, which impact projected revenue and/or expense items contained in the approved Academy Budget.

3.7.4 As required by the Authorizer or such other time as may be necessary or desirable in TLG's reasonable judgment, TLG shall provide the Board with an enrollment report stating the number of actual students enrolled at the Academy (an "Enrollment Report"). If an Enrollment Report indicates that enrollment is lower than that which was projected in the Academy Budget and such lower enrollment number shall materially adversely impact the Academy Budget for such School Year, TLG shall propose an appropriate budget amendment to the Academy Board for the current fiscal year, and a student recruitment plan to restore the enrollment level to the projected enrollment reported to the Authorizer and or any other governmental agency prior to the commencement of the next following School Year.

3.7.5 The preparation of detailed statements of all revenues received, from whatever source, with respect to the Academy, and detailed statements of all expenses, including an accounting of all expenditures for services rendered to, or on behalf of, the Academy by TLG, whether incurred on-site or off-site.

3.7.6 The preparation of other financial statements as required by and in compliance with the Public School Academy Contract, the Code and other applicable laws and regulations, including such documentation as may be reasonably required by the independent certified public accountants retained by the Board to perform annual audits of MCWA's financial statements. The cost for preparation of the financial statements and audits will be responsibility of MCWA and will be provided for in the Academy Budget.

3.7.7 The preparation of such other reports on a periodic basis, relative to the finances and operation of MCWA, as the same may be requested or required by the Michigan Department of Education or the Authorizer to ensure compliance with the terms of the Public School Academy Contract and applicable law.

3.7.8 Other information on a periodic basis reasonably requested by the Academy Board to enable MCWA to monitor TLG's performance under this and related agreements including the effectiveness and efficiency of its operations at MCWA.

3.8 Maintenance of Financial and Student Records.

3.8.1 TLG will maintain accurate financial records pertaining to its operation of MCWA, together with all MCWA financial records prepared by TLG and retain all such records, consistent with the Michigan Department of Education's Public Records Retention Bulletin or other applicable law, with which such books, accounts and records relate. All financial records retained by TLG pertaining to MCWA will be available to MCWA, MCWA's independent auditors, the Authorizer or the Michigan Department of Education for inspection and copying within two weeks of a written request to the extent practicable.

3.8.2 TLG will maintain accurate student records pertaining to the students enrolled at the Academy as is required and in the manner provided by the Public School Academy Contract, the Code and applicable laws and regulations and retain such records permanently on behalf of MCWA or until this Agreement or its successor (if any) is terminated, at which time such records will be transferred to MCWA and become the sole responsibility of the Board. TLG and MCWA will maintain the proper confidentiality of personnel, students and other records as required by law and the Public School Academy Contract. TLG and MCWA agree that all student records will be maintained in accordance with the requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

3.8.3 MCWA shall be entitled at any time upon reasonable written notice to TLG to audit the books and records of TLG pertaining to its operation of the Academy pursuant to this Agreement (including, without limitation, the financial records relating thereto), provided that any such audit shall be at the sole expense of MCWA.

3.9 Admissions. Implementation of MCWA's admission policy per the Public School Academy Contract.

3.10 Student Hearings. Administration and enforcement of student disciplinary and special education hearings in conformity with the requirements of the Code and other applicable laws and regulations (including, but not limited to, requirements involving due process and confidentiality) to the extent consistent with MCWA's duties and obligations under the Code and other applicable laws and regulations. The Academy Board retains the right and obligation to provide the necessary student hearings and due process required under applicable laws and regulations.

3.11 Academic Progress Reports. TLG will provide to MCWA on a periodic basis, as necessary or appropriate for MCWA to satisfy its obligations under the Public School Academy Contract, the Code and other applicable laws and regulations, a report detailing (i) the Academy's students' academic performance, and (ii) TLG's performance of the Educational Services and Administrative Services.

3.12 Rules and Procedures. TLG will recommend rules, regulations and procedures applicable to the Academy and its students and will enforce such rules, regulations and

procedures adopted by the Academy Board that are not in direct conflict with this Agreement, the Public School Academy Contract, the Code and other applicable laws and regulations.

3.13 Additional Administrative Services. Any other services reasonably necessary or expedient for the effective administration of MCWA as agreed to, in writing by amendment to this agreement, from time to time by TLG and the Academy Board.

4. Provision of Educational Services and Administrative Services. The Educational Services will be provided in accordance with the educational goals, curriculum, methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day schedule and age and grade range of pupils to be enrolled at MCWA (the "Educational Program") as proposed by TLG and adopted by the Academy Board, all in compliance with the Public School Academy Contract and the Code. The Administrative Services will be provided in a manner consistent with the Educational Program, the Code and the Public School Academy Contract.

5. Modification of Educational Services and Administrative Services. Subject to this Agreement, the Public School Academy Contract, Authorizer oversight, the Code and other applicable laws and regulations, TLG may modify (i) the Educational Services, provided that any material modification of the Educational Services will be subject to the prior approval of the Academy Board and (ii) the methods, means and manner by which such Administrative Services are provided at any time, provided that MCWA will have the right to approve all material changes.

6. Budgeting for Educational Services and Administrative Services. TLG will be responsible and accountable to the Academy Board for the provision of all Educational Services and Administrative Services, provided, that such obligations, duties and responsibilities are expressly limited by the Academy Budget established pursuant to Section 3.7, and TLG shall not expend funds on such services in excess of the amounts set forth in such Academy Budget.

7. Place of Performance; Provision of Offices. MCWA will provide TLG with necessary and reasonable classroom and office space at the Facility to perform all Educational and Administrative services described in this Agreement. TLG will provide instructional, extra-curricular and co-curricular services at the Facility. TLG may provide other services elsewhere, unless prohibited by the Public School Academy Contract, the Code and other applicable laws and regulations.

8. Authority. By this Agreement, MCWA provides TLG such authority and power as is reasonably necessary or proper for TLG to undertake its responsibilities, duties and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated by the Code and other applicable laws and regulations.

9. Term.

9.1 Agreement Coterminous With Academy's Contract. The term of this agreement shall be coterminous with the term of the Public School Academy Contract, which is from July 1, 2013 to June 30, 2017. If the Public School Academy Contract issued by the Authorizer is suspended, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be suspended or terminated, as the

case may be, on the same date as the Public School Academy Contract is suspended, revoked, terminated or expires without further action of the parties (the "Term").

10. Further Assurance. MCWA and TLG shall do and cause to be done all such acts, matters and things and shall execute and deliver all such documents and instruments as shall be required to enable the parties to perform their respective obligations under, and to give effect to the transactions contemplated by, this Agreement. Notwithstanding the foregoing, TLG shall have no obligation to agree to any changes which (a) materially increase TLG's obligations or materially reduce its rights under this Agreement, (b) materially alter any terms of the Agreement, including without limitation the economic terms, (c) would jeopardize TLG's receipt of the Management Fee, (d) would prevent TLG from meeting MCWA and TLG's educational goals.

11. Relationship of the Parties.

11.1 Status of the Parties. The relationship between MCWA and TLG is based on the terms of this Agreement, and the terms of any other agreements between the parties. Further, each party is acting as an independent contractor and not as a partner, joint venturer, agent or employee of the other. Each party will be solely responsible for its own actions and those of its agents, employees and subcontractors, and neither party will be liable for any debts or expenses incurred by the other or the other's employees, agents and subcontractors.

11.2 No Related Parties or Common Control. TLG will not have any role or relationship with MCWA that, in effect, substantially limits MCWA's ability to exercise its rights, including termination rights, under this Agreement. MCWA and TLG will not be members of the same control group, as defined in Section 1.150-1(e) of the Treasury Regulations under the 1986 Code, or related persons, as defined in Section 144(a)(3) of the 1986 Code.

12. Consideration for Services.

12.1 Management Fee. For the Term of this Agreement, MCWA will pay TLG an annual fee equal to twelve percent (12%) of the Total State Aid due the MWCA, as defined in the Michigan State School Aid Act of 1979, as amended (MCLA Section 388.1606(20) ("Management Fee").

12.2 Reasonable Compensation. The Management Fee under this Agreement is reasonable compensation for services rendered. TLG's compensation for services under this Agreement will not be based, in whole or in part, on a share of net surplus or profits from the operation of the Academy.

12.3 Payment of Costs. The parties acknowledge MCWA is obligated to pay all costs and expenses associated with the operation of the Academy including but not limited to all personnel and benefits costs referenced in Section 14 ("Operational Expenses").

12.4 Payments to TLG. TLG will receive the monthly installment of its Management Fee in advance on or about the fifteenth (15<sup>th</sup>) day of each month (but in no event later than the date that MCWA receives payments from the State of Michigan).

13. Other Revenue Sources. MCWA and TLG may, together or independently, solicit and receive grants and donations from public and private sources consistent with the mission, and the Public School Academy Contract, of MCWA, in the name of either TLG, MCWA or the Academy; provided, however, that (i) any solicitation of such grants by TLG in the name of MCWA and/or MCWA shall be subject to the prior approval of the Academy Board, (ii) all such funds received by TLG or MCWA for the benefit of MCWA from such other revenue sources shall be deemed to be MCWA funds, (iii) TLG shall not be required to administer any grants that are not specifically approved, in writing, by TLG, in advance, (iv) only to the extent specifically provided in a grant and if permitted by applicable law and regulation, TLG shall be entitled to receive, in addition to all any other amounts which are payable to TLG under this Agreement, a grant administration fee if TLG is responsible for administering such grant, and (v) both MCWA and TLG shall be required to mutually approve, in writing, any grants proposed by a third party grant writer. Nothing in this Section 13 will be construed to prohibit TLG from soliciting funds or grants solely for its own general corporate purposes and using such funds or grants solely for such purposes, except that TLG shall not use MCWA's and/or MCWA's name in such solicitation without the consent of the Academy Board.

14. Personnel and Training.

14.1 Personnel Responsibility. Subject to the limitations of this Agreement, the Public School Academy Contract, the Code and other applicable laws and regulations, TLG will have the sole responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline, supervise, manage, transfer and terminate personnel necessary to carry out the Educational Services, the Administrative Services, the Supplemental Programs (if any) and all other services provided under this Agreement, all within the financial constraints of the Academy Budget approved by the Academy Board.

14.2 Employment Status. Except as specified in this Agreement or as required by the Code or the Public School Academy Contract, the School Leader, teachers and support staff selected by TLG for the Academy pursuant to this Agreement ("Academy Employees") will be employees of TLG or an affiliate of TLG which handles all TLG employment and human resources administration. TLG will be responsible for conducting or causing to be conducted by its affiliate all reference, employment checks, criminal background checks and unprofessional conduct checks on all employees and other personnel working or providing services at MCWA to the extent required under the Code and other applicable laws and regulations. Upon request, TLG will provide or cause to be provided to MCWA documentary evidence of such background checks. Administrator and teacher evaluation shall be administered in accordance with the requirements set forth in the Public School Academy Contract and the Code.

14.3 Employee Benefits. MCWA hereby acknowledges and agrees with the package of employee benefits that will be provided to Academy Employees by its affiliate ("Benefits Package") pursuant to this Agreement and that any material modifications or changes to the Benefits Package shall be implemented only upon the agreement of its affiliate and TLG, with the approval of the Academy Board through the budgeting processes provided in this Agreement.

14.4 School Leader. MCWA and TLG acknowledge and agree that the accountability of TLG to MCWA and the Academy is an essential foundation of this Agreement, and because the responsibility of the administrator of MCWA (the "School Leader") is critical to the success of MCWA, TLG will have the authority, consistent with the Code and other applicable laws and regulations, to select and supervise the School Leader and hold the School Leader accountable for the success of MCWA. The employment contract with the School Leader, and the duties, compensation, discipline and evaluation of the School Leader shall be determined by TLG. The School Leader and TLG, in turn, will have similar authority to select and hold accountable the teachers in MCWA.

14.5 Teachers. TLG will provide MCWA with such teachers as are required to provide the Educational Services and Administrative Services. TLG and the School Leader will determine the number and assignments of such teachers consistent with the Academy Budget approved by the Academy Board. Such teachers may work at MCWA on a full or part time basis. Each teacher assigned to MCWA will be qualified in his or her grade levels and subjects, hold a valid teaching certificate issued by the Michigan Department of Education under the Code, to the extent required under the Code and other applicable laws and regulations. Upon written request, TLG will provide MCWA with documentary evidence of TLG's compliance with this Section 14.5.

14.6 Support Staff. TLG will provide MCWA with such support staff as is required to provide the Educational Services, Administrative Services and any associated Supplementary Programs. Such support staff may include, among others, teachers' aides, clerical staff and administrative assistants to the School Leader, bookkeepers and maintenance personnel. Such support staff may work at MCWA on a full or part time basis.

14.7 Training. TLG will provide training (i) in the instructional methods and curriculum, which comprise the Educational Program, and (ii) with regard to support technology to the teachers and other instructional personnel on a regular and continuous basis, as stated in the Public School Academy Contract and consistent with TLG's past practices. Non-instructional personnel will receive such training as TLG determines to be reasonable and necessary under the circumstances.

## 15. Termination of Agreement.

15.1 By TLG. TLG may terminate this Agreement prior to the end of the Term specified in Section 9 in the event that MCWA fails to remedy a material breach of this Agreement within 30 days after written notice from TLG. A material breach includes, but is not limited to (i) MCWA's failure to pay any fee or reimbursement as required by the terms of this Agreement, or (ii) an act or omission that causes TLG to be unable to perform its material obligations under this Agreement. Termination by TLG will not relieve MCWA of any obligations for payments outstanding to TLG as of the date of termination or liability for

financial damages suffered by TLG as a consequence of MCWA's breach (or of TLG's termination as a result thereof) of this Agreement.

15.2 By MCWA. MCWA may terminate this Agreement prior to the end of the Term specified in Section 9 in the event that TLG fails to remedy a material breach of this Agreement within 30 days after written notice from MCWA. A material breach by TLG includes, but is not limited to: (i) a material failure to reasonably account for its expenditures related to MCWA funds or for other expenses incurred with respect to MCWA at TLG's direction, (ii) TLG's failure to substantially follow the material policies, procedures, rules, regulations or curriculum required by the Public School Academy Contract, this Agreement, the Code and applicable laws and regulations, (iii) failure to abide by and meet the educational goals set forth in the Public School Academy Contract such that the Public School Academy Contract will be terminated, (iv) the employment of administrators or teachers in violation of the Code or this Agreement, (v) any act or omission by TLG that causes MCWA to materially breach the Public School Academy Contract or any of MCWA's other material contractual obligations in anyway, or (vi) filing of bankruptcy by TLG. Termination by MCWA will not relieve MCWA of any obligations for payments outstanding to TLG as of the date of the termination, nor will it relieve TLG for liability for financial damages suffered by MCWA as a consequence of TLG's breach (or of MCWA's termination as a result thereof) of this Agreement.

15.3 Change in Law. If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion (a "Change in Law"), other than a Change in Law dealing generally with the funding of charter schools, has a materially adverse effect on the ability of either party to carry out its obligations under this Agreement, such party may, upon written notice, request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith and may include the use of a third party arbitrator for alternative dispute resolution pursuant to Section 20. If the parties are unable to renegotiate the terms within 90 days after such notice and good faith negotiations, the party requesting the renegotiation may terminate this Agreement on 120 days' further written notice or at the end of a School Year, whichever is earlier.

15.4 Real and Personal Property. Upon termination or expiration of this Agreement by either party for any reason, any real or personal property leased by TLG, or any affiliate thereof, to MCWA or the Academy will remain the real and personal property of TLG, and all personal property purchased by TLG with the funds provided to TLG by MCWA will be the personal property of MCWA.

15.5 Out-of-Pocket Expenses. Upon termination or expiration of this Agreement for any reason, MCWA shall reimburse TLG for all expenses owed pursuant to Section 12.3.

16. Proprietary Information and Ownership.

16.1 Rights of the MCWA. The parties agree that MCWA shall own all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by MCWA; or (ii) were developed by TLG at the direction of the Academy Board with MCWA funds dedicated for the specific purpose of developing such curriculum of materials.

16.2 Rights of TLG. The parties agree that TLG shall own proprietary rights to curriculum or educational materials that (i) were previously developed or copyrighted by TLG; or (ii) developed by TLG using funds from MCWA that are not dedicated for the specific purpose of developing MCWA curriculum or educational materials. TLG recognizes and agrees that TLG's educational materials and teaching techniques used by MCWA are subject to disclosure under the Code and the Freedom of Information Act.

16.3 General. Each Party shall treat all such proprietary information as though it were a trade secret and copyrighted, and shall use efforts as may be reasonably requested to assure that no personnel or agent disclose, publish, copy, transmit, modify, alter or utilize such proprietary information during the term of this Agreement or at any time after its expiration other than as required by applicable law or to the extent necessary for the implementation of this Agreement. Upon expiration of this Agreement, MCWA, however, may continue to use proprietary information developed on behalf of MCWA in the implementation of its ongoing educational program.

16.4 Required Disclosure. MCWA shall be permitted to report any new teaching techniques or methods of significant revisions to known teaching techniques or methods may thereafter be made available to the public, as provided by law, notwithstanding anything contained in this paragraph 16 to the contrary.

17. Indemnification.

17.1 Indemnification of TLG. To the extent permitted by law, MCWA will indemnify, defend and save and hold TLG and its affiliates and all of their respective employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorneys fees and costs) that may arise out of, or by reason of, any noncompliance by MCWA with any agreements, covenants, warranties or undertakings of MCWA contained in or made pursuant to this Agreement, and any misrepresentations or breach of the representations and warranties of MCWA contained in or made pursuant to this Agreement. In addition, MCWA will reimburse TLG for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this Section 17.1 may be met by the purchase of insurance pursuant to Section 18.

17.2 Indemnification of MCWA. TLG will indemnify, defend and save and hold MCWA and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorneys fees and costs) that may arise out of, or by reason of, any noncompliance by TLG with any agreements, covenants, warranties or undertakings of TLG contained in or made pursuant to this Agreement, and any misrepresentation or breach of the representations and warranties of TLG contained in or made pursuant to this Agreement. In addition, TLG will reimburse MCWA for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this Section 17.2 may be met by the purchase of insurance pursuant to Section 18.

18. Insurance.

18.1 Insurance Coverage. MCWA shall maintain general liability insurance and umbrella insurance coverage in the amounts required (i) by the Public School Academy Contract, (ii) to fully comply with the terms and conditions of any agreement to which MCWA is a party or (iii) by sound business practices ("Insurance Standards"). Such policies shall name TLG and its affiliates and their respective directors, officers, employees, subcontractors, and agents as additional insureds under such policies. MCWA will comply with any information requests from its insurer(s) and all reporting requirements applicable to such insurance.

18.2 Property and Casualty Insurance. MCWA and TLG shall each maintain property and casualty insurance covering all real and personal property owned by that party and which are used or useful in the operations of the Academy. The amount of such coverage shall be sufficient to fully comply with the Insurance Standards.

18.3 Workers' Compensation Insurance. MCWA and TLG shall each maintain workers' compensation insurance as required by law, covering their respective employees, including the maintenance of such insurance with respect to the School Leader, teachers and support staff of the Academy, the cost of which shall be provided for in the Academy's budget.

18.4 Coordination and Cooperation. To the extent requested by MCWA, TLG shall undertake to coordinate the acquisition and maintenance of the insurance requirements of MCWA under this Agreement and the parties will cooperate with each other to assure the complete, efficient and economical provision of the required insurance coverage. In addition, each party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Section 18. Each party will comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

18.5 Additional Insurance Conditions. All insurance required by this Agreement or the Public School Academy Contract must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. MCWA may join with other public school academies to obtain insurance if the Academy Board finds that such an association provides economic advantages to MCWA. MCWA shall list the Authorizer on the insurance policies as an additional insured as required by the Public School Academy Contract.

19. Warranties and Representations.

19.1 Representations and Warranties of TLG. TLG hereby represents and warrants to MCWA:

19.1.1 TLG is a duly organized limited liability company in good standing and is authorized to conduct business in the State of Michigan.

19.1.2 To the best of its knowledge, TLG has the authority under the Code and other applicable laws and regulations to execute, deliver, perform this Agreement, and to incur the obligations provided for under this Agreement.

19.1.3 TLG's actions under this Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.

19.2 Representations and Warranties of MCWA. MCWA hereby represents and warrants to TLG:

19.2.1 MCWA is a duly organized non-profit corporation in good standing and is authorized to conduct business in the State of Michigan.

19.2.2 The Public School Academy Contract (i) authorizes MCWA to operate the Academy and receive revenues under the Code from the State of Michigan and from federal, State and other resources; (ii) approves the Education Program and other activities contemplated by this Agreement; and (iii) vests MCWA with all powers necessary and desirable for carrying out the Education Program and other activities contemplated in this Agreement.

19.2.3 MCWA has the authority under the Code and other applicable laws and regulations to contract with a private entity to perform the Educational Services, Administrative Services, Supplemental Programs and all other services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.

19.2.4 MCWA's actions and those of the Academy Board have been duly and validly authorized.

19.2.5 To the best of its knowledge, MCWA is not in breach of the terms of the Public School Academy Contract and will use its best efforts to insure that it will not breach the Public School Academy Contract in the future.

19.2.6 To the best of its knowledge, MCWA is not in breach or default under any loan or financial obligations, including, but not limited to, salary obligations and related benefits, payroll taxes, and leases for real and personal property, to the extent that any such obligation is related to MCWA's required performance under this Agreement.

19.2.7 The Educational Program has been reviewed and approved by resolution by the Academy Board.

19.2.8 MCWA and the Board will use its best efforts to insure that the Educational Program complies with and will continue to comply with the Public School Academy Contract, the Code and other applicable laws and regulations.

19.3 Mutual Warranties. Each party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

20. Alternative Dispute Resolution Procedures.

20.1 Dispute Resolution. All claims, disputes, and other matters in controversy ("Disputes") between the parties hereto arising directly or indirectly out of or related to this Agreement, or the breach thereof, whether contractual or non-contractual, and whether during the Term or after the termination of this Agreement shall be resolved exclusively according to the procedures set forth in this Section 20.

20.2 Mediation. No party shall commence an arbitration proceeding pursuant to the provisions of Section 20.3 unless such party shall first give a written notice (a "Dispute Notice") to the other party hereto setting forth the nature of the Dispute. The parties shall attempt in good faith to resolve the Dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA") in effect on the date of the Dispute Notice. If the parties cannot agree on the selection of a mediator within 20 days after delivery of the Dispute Notice, the mediator will be selected by the AAA. If the Dispute has not been resolved by mediation within 60 days after deliver of the Dispute Notice then the Dispute shall be determined by arbitration in accordance with the provisions of Section 20.3.

20.3 Arbitration. Any Dispute that is not settled through mediation as provided in Section 20.2, shall be resolved by final and binding arbitration in Berrien County, Michigan, governed by the Federal Arbitration Act, 9 U.S.C. §1 *et seq.*, and administered by the AAA under its Commercial Arbitration Rules in effect on the date of the Dispute Notice, except that persons eligible to be selected as arbitrators shall be limited to lawyers with excellent academic and professional credentials (i) who are or have been a partner in a highly respected law firm or a law professor for at least 10 years specializing in either general commercial litigation or general corporate and commercial matters with experience in the field of joint ventures and limited liability company agreements and (ii) who have both training and experience as arbitrators. All such Disputes shall be conducted by a single arbitrator, unless the Dispute involves more than \$250,000 in the aggregate in which case the arbitration shall be conducted by a panel of three arbitrators. Each party shall be entitle to strike on a peremptory basis, for any reason or no reason, any or all of the names of potential arbitrators for the list submitted to the parties by the AAA as being qualified in accordance with the criteria set forth herein. In the event the parties cannot agree on a mutually acceptable single arbitrator from the one or more lists by the AAA, the AAA shall designate three persons who, in its opinion, meet the criteria set forth herein, which designees may not include persons named on any list previously submitted by the AAA. Each party shall be entitled to strike one of such three designees on a peremptory basis, and shall indicate its order of preference with respect to the remaining designees, and the selection of the arbitrator(s) shall be made from such designee(s) which have not been so stricken by any party in accordance with their indicated order of mutual preference. The arbitrator(s) shall base their award on applicable law and judicial precedent and, unless the parties agree otherwise, shall include in such award the findings of fact and conclusions of law upon which the award is based. The arbitrator(s) award shall be in writing and be made available to both parties and the Authorizer. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

20.4 Costs and Attorneys' Fees. If a party hereto fails to proceed with mediation or arbitration as provided herein or unsuccessfully seeks to stay such mediation or arbitration, or fails to comply with any arbitration award, or is unsuccessful in vacating or modifying the award

pursuant to a petition or application for judicial review, the other party shall be entitled to be awarded costs, including reasonable attorneys' fees, paid or incurred by such other party in successfully compelling such arbitration or defending against the attempt to stay, vacate or modify such arbitration award and/or successfully defending or enforcing the award.

20.5 Tolling of Statute of Limitations. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section 20 are pending. The parties will take such action, if any, required to effectuate such tolling.

21. Miscellaneous.

21.1 Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between MCWA and TLG regarding the Academy.

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

21.3 Governing Law. The laws of the State of Michigan will govern this Agreement, its construction and the determination of any rights, duties and remedies of the parties arising out of or relating to this Agreement.

21.4 Agreement in Entirety. This Agreement constitutes the entire agreement of the parties regarding the Academy.

21.5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument.

21.6 Official Notices. All notices and other communications required by the terms of this Agreement will be in writing and sent to the parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested, (ii) facsimile (with confirmation of transmission by sender's facsimile machine) or (iii) personal delivery. Notice will be deemed to have been given two days after mailing or on the date of personal delivery or on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the first business day thereafter). The addresses of the parties are:

To MCWA:

Mildred C. Wells Academy  
Attention President of the Board  
281 South Fair Avenue  
Benton Harbor, MI 49022  
Tel: 269-926-2885  
Fax: 269-926-2923

To TLG

The Leona Group, L.L.C.  
4660 S. Hagadorn, Suite 500  
East Lansing, Michigan 48823  
Attention: William Coats, CEO  
Tel: 517-333-9030  
Fax: 517-333-4559

21.7 Assignment. This Agreement will not be assigned by TLG without the prior consent in writing of the Academy Board or by MCWA without the prior consent in writing of TLG, provided that TLG may assign this Agreement to an affiliated entity or an entity that is a successor to all or a substantial portion of TLG's business and may delegate the performance of, but not responsibility for, any duties and obligations of TLG hereunder to any independent contractors, experts or professional advisors, subject to Academy Board approval, which approval can not be unreasonably withheld.

21.8 Amendment. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by the Academy Board and signed by authorized officers of both MCWA and of TLG.

21.9 Waiver. No waiver of any provision of this Agreement will be deemed to be, nor will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

21.10 Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement will not affect the remaining portions of this Agreement, and this Agreement will be construed as if such invalid covenant, phrase or clause had not been co-maintained in this Agreement. To the extent that any of the services to be provided by TLG are found to be an invalid delegation of authority by MCWA, such services will be construed to be limited to the extent necessary to make the services valid and binding.

21.11 Successors and Assigns. Except as limited by Section 21.7, this Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

21.12 No Third Party Rights. This Agreement is made for the sole benefit of MCWA and TLG, and their affiliates, successors and assigns. Except as otherwise expressly provided, nothing in this Agreement will create or be deemed to create a relationship between the parties to this Agreement, or either or them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

21.13 Survival of Termination. All representations, warranties and indemnities made in this Agreement will survive termination of this Agreement.

(balance of this page has been intentionally left blank)

21.14 Binding Effect; Counterparts. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Mildred C. Wells Academy

The Leona Group, L.L.C.

By: Patricia Payne  
Patricia Payne  
Its Board President

By: Willa Loate  
Its CEO

# Tab 6

**CONTRACT SCHEDULE 6**  
**PHYSICAL PLANT DESCRIPTION**

**Mildred C. Wells Preparatory Academy**

**Schedule 6 Physical Plant Description**

	<b>Page</b>
Physical Plant Description.....	6-1
Site Plan.....	6-3
Floor Plan.....	6-5
Certificate of Use and Occupancy.....	6-6
Lease Agreements.....	6-7

## 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 Mildred C. Wells Preparatory Academy ("Academy") is as follows:

Address: 241 Fair Avenue  
Benton Harbor, MI 49022

Description: Modular classroom units, with future construction planned to tie the units into existing structure on the property.

Term of Use: Term of Contract.

Configuration of Grade Levels: Kindergarten through fifth grade.

Name of School District and Intermediate School District:

Local: Benton Harbor Area Schools  
ISD: Berrien 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

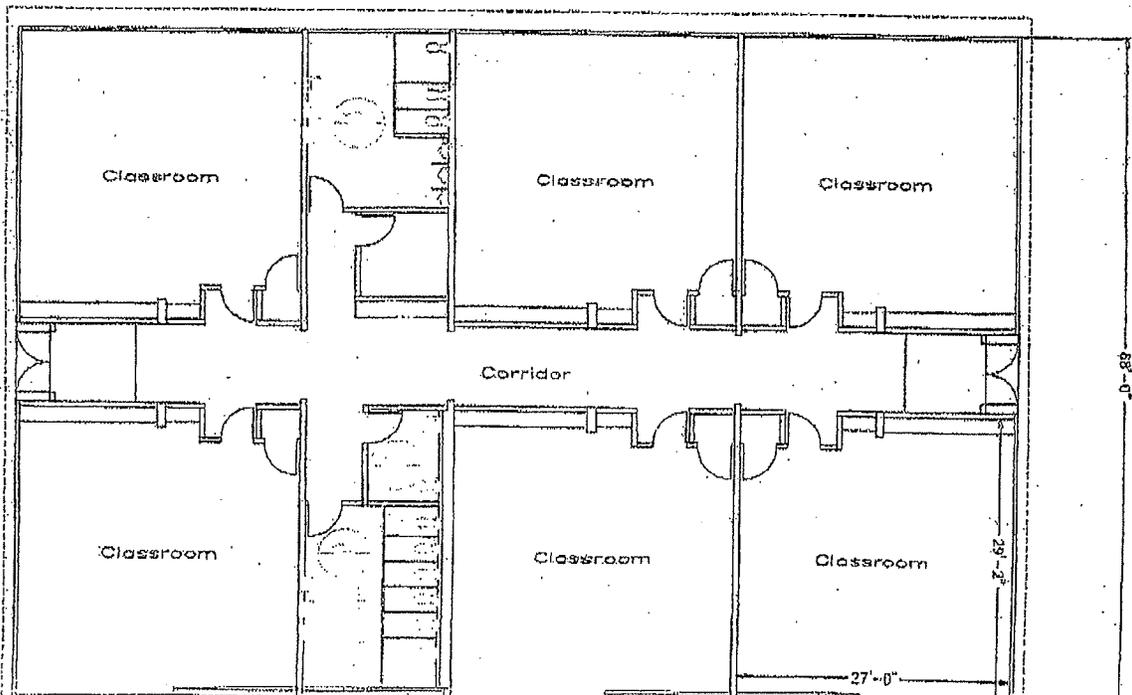
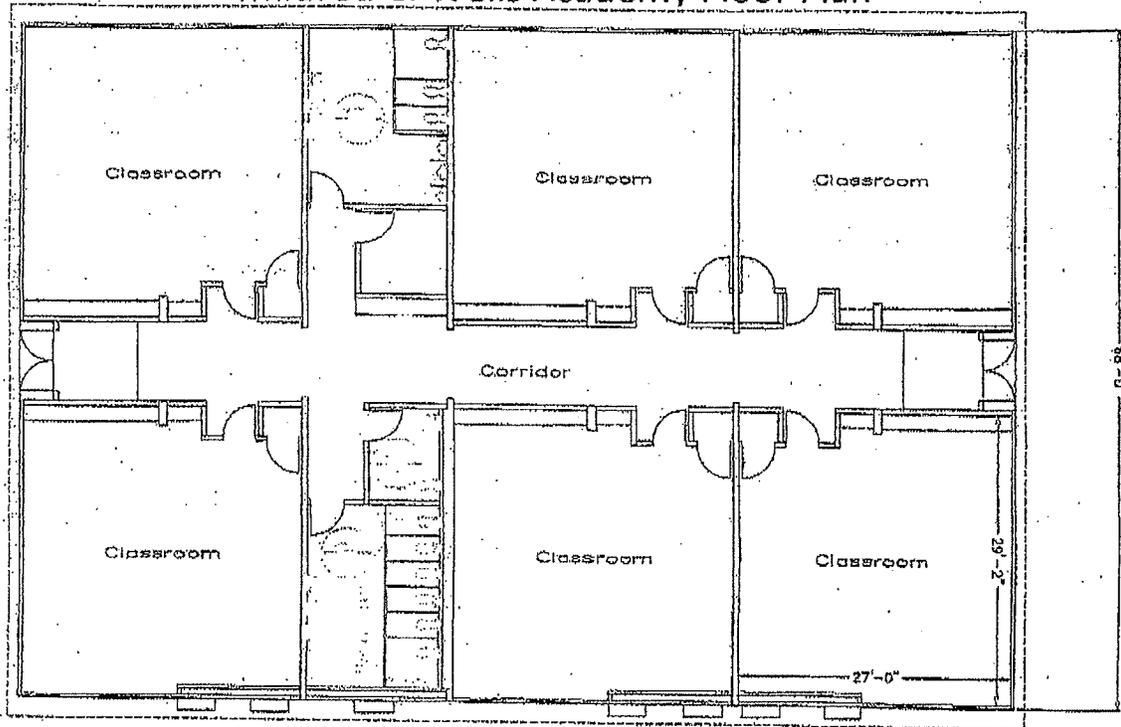
Board or its designee complete information about the new site to be actually used. This information includes that described in paragraphs 2, 3 and 4 of this Schedule 6. It is acknowledged and agreed that the public school academy cannot conduct classes as a public school in this state until it has submitted 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.





# Mildred C. Wells Academy Floor Plan



# CERTIFICATE OF USE AND OCCUPANCY

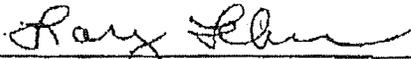
## PERMANENT

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. LB022140  
Mildred C Wells Academy  
281 S. Fair  
Benton Harbor, Michigan  
Berrien County

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

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



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

December 14, 2005



*Innovative Modular Solutions.*  
 PO Box 70  
 Oswego, IL, 60543-0070  
 Telephone: 800-357-4699  
 Fax: 630-972-0555

April 13, 2016

Mildred C. Wells Academy  
 Rebecca Day  
 870 Nate Wells Sr. Dr.  
 Benton Harbor, MI 49023

Re: Expired Lease Number: L30584  
 Unit Number: 30854-90 and 30591-97  
 Location of Unit: Benton Harbor, MI

Dear Rebecca Day:

Your modular building lease with Innovative Modular Solutions will expire on June 30, 2016. For your convenience, we are offering the following financing options. Please place a "✓" mark by your preference. For a lease renewal, sign this renewal letter as an authorized agent for your organization. The terms and conditions of your current Lease Agreement will continue to apply.

Lease Term	("✓")	Number of Months	Monthly Lease Rate*
Expiration 06/30/17	___	1 Month	\$17,250
Expiration 12/31/17	___	6 Month	\$16,125
Expiration 06/30/17	✓	12 Month	\$15,000
Teardown and Removal	___	06/30/16	Cost Plus 15%

\*Effective from expiration date of 06/30/16. Excludes applicable taxes.

Authorized signature X Patricia Payne  
 Please Print Name and Phone # Patricia Payne (269) 925-4897

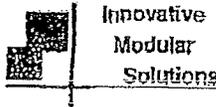
New Purchase Order # (If Applicable) \_\_\_\_\_

Please respond within **ten (10) days** so that we may best serve your needs.

You may return this letter by fax, mail, or phone to:

R. Jason Shannon  
 Innovative Modular Solutions  
 PO Box 70  
 Oswego, IL, 60543-0070  
 Telephone: 800-357-4699  
 Fax: 630-972-0555

Thank you for your continued business with Innovative Modular Solutions.



**Innovative  
Modular  
Solutions**

**Operating Lease Agreement**

Lease Agreement #: L30584

Customer Name: Mildred C. Wells

Lease Effective Date: 09/01/05

**Innovative Modular Solutions, Inc. – 1555 Naperville/Wheaton Road, Suite 206 – Naperville, Illinois 60563  
Telephone: 630-305-0300 – Fax: 630-305-3695**

Innovative Modular Solutions, Inc. (IMS), an Illinois corporation, hereby referred to as the "Lessor" leases the equipment specified below (the "Equipment") to the following hereby referred to as the "Lessee":

**Lessee Billing  
Address:**

Lessee Name: Mildred C. Wells Academy  
Address: 870 Nate Wells Sr. Dr.  
City, State, Zip: Benton Harbor, MI. 49023  
Customer Contact: Nathaniel Wells, III  
Phone: 269-926-7488  
Fax: 269-926-2966  
Mobile:

**The Equipment will be located at:**

Lessee Name: Mildred C. Wells Academy  
Address: 281 S. Fair Ave.  
City, State, Zip: Benton Harbor, MI. 49022  
Site Contact: Nathaniel Wells, III  
Phone: 269-926-7488  
Fax: 269-926-2966  
Mobile:

Lessee hereby leases Equipment from Lessor for a minimum of 60 months (the "Minimum Lease Period") from the start of the lease term in accordance with the terms and conditions of this Lease Agreement including the terms and conditions set forth on the attached page (this "Lease"). Leasing month is defined as a calendar month.

Lessee agrees to pay Lessor, without demand and in advance, the Monthly Lease Payment and other charges on the due dates set forth in this Lease. The Lease Activation date for the Equipment, subject to Section 3(d) of the Terms and Conditions, will be on or about 09/01/05. The Lease Agreement will expire on or about 09/01/10.

**SCHEDULE OF VALUES:**

**I. ONE-TIME CHARGES:**

Item	Quantity	Unit	Rate	Extension
Building Delivery	1	Lump Sum	\$13,130.00	\$13,130.00
Building Foundation	1	Lump Sum	\$64,860.00	\$64,860.00
Installation	1	Lump Sum	\$69,880.00	\$69,880.00
Decks, Ramps	1	Lump Sum	\$19,990.00	\$19,990.00
Site Electrical	1	Lump Sum	\$53,590.00	\$53,590.00
Site Plumbing	1	Lump Sum	\$68,780.00	\$68,780.00
Phase 1 Asphalt Driveway 7,020 Sq.ft	1	Lump Sum	\$31,450.00	\$31,450.00
Driveway Curbing	1	Lump Sum	\$25,200.00	\$25,200.00
Final Grade and seed	1	Lump Sum	\$5,000.00	\$5,000.00
Taxes (if applicable)	N/A			
<b>TOTAL ONE-TIME CHARGES</b>				<b>\$351,880.00</b>

**II. MONTHLY LEASE CHARGES:**

Unit(s)	Size	Serial No.	Monthly Lease Rate	Insurance Valuation
30584 thru 30590	(7) 14 x 68	68-14553	\$9,660.00	\$795,220.00
30001	(1) 14 x 68	31573	\$6,880.00	
30002	(1) 14 x 68	31574		
30003	(1) 14 x 68	31575		
30004	(1) 14 x 68	31577		
30005	(1) 14 x 68	31578		



Innovative  
Modular  
Solutions

### Operating Lease Agreement

Lease Agreement #: L30584

Customer Name: Mildred C. Wells

Lease Effective Date: 09/01/05

30005	(1) 14 x 68	31579		
30007	(1) 14 x 68	31580		
<b>TOTAL MONTHLY LEASE PAYMENT</b>				<b>\$16,540.00</b>

#### III. AMORTIZED ONE-TIME PAYMENTS:

	Quantity	Unit	Monthly Lease Rate	Extension
Building Delivery	60	Lump Sum		
Building Foundation	60	Lump Sum		
Installation	60	Lump Sum		
Decks, Ramps	60	Lump Sum		
Site Electrical	60	Lump Sum		
Site Plumbing	60	Lump Sum		
Phase 1 Asphalt Driveway 7,020 Sq.ft	60	Lump Sum		
Driveway Curbing	60	Lump Sum		
Final Grade and seed	60	Lump Sum		
Total cost of all site		\$351,880.00		
-20% Deposit		-\$70,376.00		-\$70,376.00
Balance on 60 month payments	60	\$281,504.00	\$5,981.18	\$358,867.80
Tear Down and Return	N/A	N/A		
<b>TOTAL MONTHLY LEASE PAYMENT FOR AMORTIZED ONE-TIMES</b>				<b>\$5,981.18</b>

**Building Warranty:** A 12-month warranty is provided by the modular building manufacturer(s) for new equipment only. The warranty is effective from the date of completion of the Lessor's scope of work or from the Lessee's date of occupancy, whichever comes first.

#### Payment Terms:

1. All one-time Charges, including costs for tear down and return, are due immediately upon contract execution.
2. The first Monthly Lease Payment (including amortized one-times, if applicable) is due immediately upon contract execution. Additional monthly payments are due monthly in advance.
3. A security deposit equal to (1) Monthly Lease Payment (including amortized one-times, if applicable) is due immediately upon contract execution.

#### Other documents attached and incorporated by reference into this lease agreement:

<input checked="" type="checkbox"/>	Terms and Conditions of the Lease Agreement
<input checked="" type="checkbox"/>	IMS Proposal dated 06/22/05 in its entirety
<input checked="" type="checkbox"/>	Exhibit # 1 Operating Lease- Monthly Buyout Schedule
<input checked="" type="checkbox"/>	Exhibit # 2 Amortization Construction Cost and Payoff Schedule
<input checked="" type="checkbox"/>	Building Floor Plans
<input checked="" type="checkbox"/>	Building Specifications
<input checked="" type="checkbox"/>	Pricing Clarifications
<input checked="" type="checkbox"/>	Delineation of Responsibilities Worksheet
<input checked="" type="checkbox"/>	Addendum 1 -- Project Schedule



Innovative  
Modular  
Solutions

**Operating Lease Agreement**

Lease Agreement #: L30584  
Customer Name: Mildred C. Wells  
Lease Effective Date: 09/01/05

No agent, employee or representative of the Lessor has any authority to make any representation or warranty concerning the Equipment that is not specifically included in the Lease. Unless specifically identified herein, this Lease supersedes all prior negotiations, proposals and documents. This Lease will not be subject to any additional provision that may be contained in the Lessee's Purchase Order, although Lessee's Purchase Order number may be used by the parties as a convenient reference for invoicing purposes.

This Agreement will not become binding and effective until signed by an authorized agent of the Lessee and an authorized agent of the Lessor. Lessee warrants that the person signing on Lessee's behalf is authorized to enter into this Agreement for the Lessee.

Signed by duly authorized agents, with the intent to be legally bound.

*Innovative Modular Solutions, Inc.*

*Lessee:*

By:  
Print: Kevin E Maiden  
Title: General Manager  
Date:

By: *Nathaniel Wells, III*  
Print: *Nathaniel Wells, III*  
Title: *President of Board, MCWA*  
Date: *6/27/05*

**ADDENDUM 1 -- PROJECT SCHEDULE**

1. Contract Signed By:	Date:	6/27/05
1. Customer Approval Completed By:	Date:	6/27/05
2. State & Local Approval estimated to be received By:	Date:	8/01/05
3. Start Site Work By:	Date:	8/02/05
4. Modular Units Delivered By:	Date:	8/05/05
5. Modular Units Set By:	Date:	8/19/05
6. IMS Scope of Work Completed By:	Date:	8/29/05
7. State and Local Inspection Estimated By:	Date:	9/02/05



**INNOVATIVE  
MODULAR  
SOLUTIONS INC.**

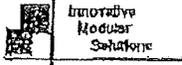
*Innovative Modular Solutions, Inc.*  
58901 C.R. 19  
Goshen, IN, 46528  
Telephone: 574-875-0085  
Fax: 574-875-1164

(1) New Custom and (1) Used -96'9" x 68'0" 6-Classroom Building w/Plumbing  
#REF1

COMPONENT	DESCRIPTION
Exterior Dimensions	124' 4" x 68' 0" Building = (9) 13'9" x 68' 0" Modules
Exterior Dimensions	83' 1" x 68' 0" Building = (6) 13'9" x 68' 0" Modules
Classroom Size	Approximately 840 Square Feet Per Classroom W/Center Corridor.
State Approvals	IL, IN, MI, OH, (or as required)
Occupancy Class	E - Education.
Frame Type	Perimeter. R-18 insulation with vapor barrier below floor.
Floor Covering	26 oz. commercial grade carpet and 1/8" Tile in corridor.
Floor Covering	Commercial roll goods in restrooms
Cove Base	4" Vinyl base in classrooms, corridor and 6" in restrooms.
Interior Finish	Vinyl covered gypsum, Group II. R-11 sound insulation between all walls.
Interior Finish	IN PRO Architectural Wall Covering In Restrooms
Exterior Finish	HardiPanel. R-13 insulation in exterior walls.
Foundation Enclosure	Hardi Panel Skirting
Roof	.045 mil EPDM Rubber. R-30 insulation.
Mansard	False mansard with 1" x 6" top trim and 2" overhang at top.
Mansard	24" Overhang On Ends with Concealed Roof Drains
Roof Drainage	Metal Downspouts
Ceiling	Fissured 2' x 4' x 5/8" T-Grid 8'6" ceiling height.
Windows	(2) 48"x48" vinyl frame windows with double insulated glass per classroom.
Window Accessories	1" mini-blinds on all windows.
Exterior Doors	(2) 18 gauge insulated steel doors with 16 gauge steel frame, and vision panel per classroom.
Door Hardware	Von Duprin 99 series W/Norton Closers on Ext. Doors.
Interior Doors	Solid core wood with vision lite and steel frame.
Closet Doors	Solid core wood with steel frame.
Door Hardware	'Grade 1' throughout.
Main Electrical Panel	(1) 120/240 VAC main panel (sized as required by owner).
Sub-Electrical Panel	(1) sub-panel.
Electrical Raceway	14 gauge copper Romex.
Lighting	Standard 4-tube recessed fluorescent fixtures.
Emergency / Exit Lighting	As required for state approvals.
Fire Alarm System	Rough-ins only for pull stations, horn-strobes, and smoke detectors.
Additional Rough-ins	(3) 2"x4" spare boxes per classroom for voice, data, CATV, intercom, etc.
HVAC	(1) Bard central system per classroom with plenum wall.
AC Rating	3.5 ton compressor.
Heat	Energy efficient wall mount Heat Pump.
Restrooms	Yes See Layout ( Flush Valve Water Closets)
Drinking Fountain	Yes See Layout
Teacher's Closet	Locking closet with high pressure laminate split shelving system containing a wardrobe and four storage shelves.
Coat Hooks	(1) 10' shelving unit with coat hooks per classroom.
Marker boards	(1) 4x12' per classroom.
Corkboards	(2) 4x4' per classroom.

\*Note: Specifications and floor plans may vary.

*This information is proprietary to Innovative Modular Solutions, Inc. (IMS) and may not be shared with any third party without the express written consent of IMS.*



Quote Number: benton harbor 1 used and  
1 new 88 x 68  
Customer Name: Mildred C. Walls Academy  
Quote Date: 22-Jun-05

**PRICING CLARIFICATIONS**

(1) New Custom and (1) Used -86'3" x 68'0" 8-Classroom Building w/Plumbing

#REF!

**BUILDING:**

- A Unless otherwise noted, color selection(s) to be made from manufacturer's standard, stock colors. In-set buildings will be IMS standard colors.
- B Unless otherwise noted, exterior doors of the modular building will be keyed alike.

**DRAWINGS/PERMITS:**

- A IMS will provide manufacturer's shop drawings only. Any other drawings and/or tests required are to be supplied by the customer.
- B IMS will provide certification from the appropriate state for the manufacture of the modular buildings. Additional costs that result from the requirements of local codes will be considered changes to the contract.
- C The customer is responsible for obtaining and paying for all necessary permits, fees, licenses, zoning variances, and certificates of occupancy with the exception of those required for the manufacture and transport of the modular units.

**FOUNDATION:**

- A IMS will provide a manufacturer's recommended foundation blocking plan with estimated point loads.
- B IMS assumes no responsibility for the design of the below grade foundations including but not limited to soil bearing capacity, materials, workmanship, construction methods or the suitability thereof. An engineered foundation plan can be provided at an a
- C Standard modular building foundation includes above-grade blocking of concrete masonry units, 3-course high, single stacked without mortar, with wooden plates and spacers used as necessary to level the buildings.
- D IMS shall not be responsible for any and all environmental and/or subsurface conditions.
- E Foundation excavation includes classified soil fill only. Excavation of excessive obstructions such as rocks, boulders, bricks, debris, etc. will be considered a modification to the contract.
- F Foundation system includes the quantity and size of plans noted. The actual quantity and size of plans will depend on soil bearing capacity at the project site and may be cause for a change to the contract.

**FREIGHT:**

- A Freight of modular unit(s) is from point of manufacture to site.
- B Customer to provide a suitable staging area located adjacent to the work site.
- C Customer to provide suitable and acceptable access to the site for the module size(s) to be provided (work by the customer includes the removal of any fences, etc. to allow buildings to access the project sites. Access road and building footprint must b

D: Wheels and axles may remain on modules. If hitches are detachable they will be removed and stored under module(s).

**INSTALLATION:**

- A Placement of module(s) to be accomplished by the use of truck.
- B Installation of the modular units includes the delivery of the units to the project site; setting the units on a subgrade foundation constructed by IMS; blocking (with un-mortared block) and leveling the modular units; seaming and sealing the modular unit
- C Foundation enclosure (skirting) is priced at 2' coverage and may vary depending on the site conditions.

**SITE PREPARATION / SITE WORK:**

- A All underground obstructions, if any, within the proposed building envelope/work area to be located and marked above grade, by others.
- B Level grade (+/-12") within the proposed building envelope.
- C Excavation, grading, and any other site development by others.
- D Dewatering of subsurface water by others.
- E Storm water management, erosion control, and sedimentation control by others.
- F Canopies and connecting corridors (if any) are by others.
- G Stair systems quoted include platforms (sized as noted) with steps to grade. All stairs are constructed of pressure treated lumber with simple wooden guardrails (no handrails) and steps to grade.
- H Ramp system quoted include platforms (sized as noted) with 4' wide x 30' long ramp (one per building). All ramps are constructed of pressure treated lumber with simple wooden guardrails (no handrails).
- I Stair and ramp systems may require concrete foundations, handrails, and/or slip resistant treads depending on site conditions and local codes. These items are not included in the cost of stairs and ramps.
- J Concrete (work by others).
- K Site restoration and landscaping is by others.
- L Dumpster for construction debris to by others.
- M Soils from excavations to remain on-site.

**UTILITIES:**

- A Potable water, sanitary sewer, electrical, and gas main service by others (if necessary).
- B Multiple water/sanitary (if applicable) drops through floor (maximum of one per fixture)- manifolding, extension, and utility connections to these drops to be furnished and installed by others.
- C Installation of plumbing waste vent risers (if applicable) and flashing of vent risers to be by others.
- D Multiple electrical drops through floor (one per modular unit)- manifolding, extension, and utility connections to these drops to be furnished and installed by others.
- E Heat tracing/insulation of exposed potable water/sanitary sewer piping by others (if applicable).
- F HVAC balancing, if required, by others.
- G Exit lights and Exterior lights will be shipped loose for installation by others.
- H Gutters and downspouts are not included, but can be provided at an additional charge.

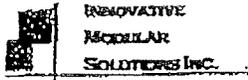
**FIRE PROTECTION:**

- A Proposed building does not include exterior Fire-Rated assemblies (walls or roof). If Fire Rated assemblies are required, due to the location of the module(s) to existing building and/or property lines, IMS can provide at an additional cost.
- B Buildings include rooftop boxes for pull stations, horn strobes, and smoke detectors, system devices are by others.

**PROPOSAL CLARIFICATIONS:**

- A The prices quoted herein exclude any and all taxes, property taxes, fees, etc.
- B In the event of early occupancy prior to substantial completion, Customer shall be responsible for all property damage, injury, and deaths that may result from said occupancy, and indemnify IMS for same.
- C IMS is a dealer of mobile and modular buildings and as such subcontracts all phases of work.
- D Proposal is based on the customer signing a standard IMS Operating Lease and/or Sale Agreement.
- E Pricing provided is Budgetary in Nature and does not represent a formal quotation.
- F The cost of dismantling the building, return freight, and other demobilization services will be billed at the conclusion of the lease agreement. These services will be billed at actual cost plus 15%.
- G IMS reserves the right to assign the lease of this contract to a third party.
- H Labor quoted is non-union at non-prevailing wage.

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Contract Number: \_\_\_\_\_  
 Customer Name: Mildred C. Wells Academy  
 Quote Date: June 22, 2005

### DELINEATION OF RESPONSIBILITIES

CUSTOMER	IMS (owner)	Sub Contractors	Architect	N/A	DESCRIPTION OF WORK
X	X	X	X		1. Site Inspection
X					2. Architectural/Engineering Fees
X					3. Soil Tests <span style="float:right">If Required</span>
			X		4. Design Services
			X		A. Field Verify Utility Locations
			X		B. Prepare Site Plan
			X		C. Prepare Structural Foundation Plan
			X		D. Provide ramp & Stair Drawings <span style="float:right">If Required</span>
			X		E. Prepare Utility Drawings
			X		F. Submit Site Plan to Local Municipality <span style="float:right">If Required</span>
			X		G. Submit Modular Unit Plans to State
X			X		H. Submit Plans to State Fire Marshal <span style="float:right">If Required</span>
			X		I. Plumbing Design <span style="float:right">If Required</span>
X			X		J. Fire Alarm Design <span style="float:right">If Required</span>
X					5. Shop Drawings (used for manufacturing)
X					6. Other Drawings
			X		7. Permits
	X				A. Deck Assembly
	X				B. Building (Local)
					C. Electrical
					D. Plumbing <span style="float:right">If Required</span>
					E. Occupancy
					F. Life Safety
					G. Health Dept. <span style="float:right">If Required</span>
					H. Other <span style="float:right">If Required</span>
			X		A. Bid
			X		B. Performance
			X		C. Labor & Material Payment
			X		D. Corporate Certification
			X		9. Late Penalties/Liquidated Damages
X	X				10. Proposed Work Schedule
X	X				11. Project/Site Management
	X	X			A. Building, Delivery & Installation
	X	X			B. Site work
X					12. Insurance Certificates (Modular Unit)
					A. In Manufacturing & In transit
					B. Upon Delivery to the Job Site
X					13. General Liability Insurance
X	X	X	X		14. Builders Risk Insurance
X					15. Provide Storage Space & Site Security for Modules
X					16. Taxes (State and Local Sales, Use and Property)
	X				17. Catalog Cuts (O&M Manual)
			X		18. Samples
	X				19. Prepare Site
					A. Clearing & Demolition
X					B. Grading
X					C. Filling & Compacting <span style="float:right">If Required</span>
					D. Site Utilities
X					20. Foundation
	X	X			A. Material
	X	X			B. Labor
	X	X			C. Spread Soils On-Site Adjacent to Buildings
	X	X			D. Remove Soils From Site
X					21. Transport Modules
X	X				22. Inspect Modules & Verify Receipt of Ship Loose Material
X	X				23. Set Modules on Foundation with Truck
X	X				24. Position Modules
X	X				25. Drop
					A. Axles
					B. Hitches
					C. Tires
X	X				26. Load and Ship
	X	X			A. Axles
	X	X			B. Hitches
	X	X			C. Tires
X	X				27. Foundation Connections (tie downs, anchor plates, etc.) <span style="float:right">If Required</span>
X	X				28. Water Line <span style="float:right">If Required</span>
X	X				29. Sewer Line <span style="float:right">If Required</span>
			X		30. Gas Line <span style="float:right">If Required</span>
X	X				A. Manifold Water and Waste Below Unit <span style="float:right">If Required</span>
X	X				B. Manifold Gas to HVAC Units <span style="float:right">If Required</span>
X	X				C. Install Vent Extensions on Roof <span style="float:right">If Required</span>



**FOURTH AMENDMENT TO  
LAND LEASE AGREEMENT FOR MODULAR BUILDINGS**

This Fourth Amendment to Land Lease Agreement for Modular Buildings ("Fourth Amendment") entered into effective as of the 1st day of July, 2016 by and between Community Church of God in Christ, ("Lessor") and the Mildred C. Wells Preparatory Academy, a public school academy ("Lessee");

**WITNESSETH:**

WHEREAS, Lessor and Tenant are parties to that certain Land Lease Agreement for Modular Buildings dated as of July 1, 2012, as amended by First Amendment thereto dated June 10, 2013 and as further amended by Second Amendment thereto dated July 1, 2014 and as further amended by Third Amendment thereto dated July 1, 2015 (the "Lease"); and

WHEREAS, Lessor and Tenant are desirous of modifying and amending the Lease as set forth in this Forth Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and each intending to be legally bound, Lessor and Tenant hereby agree to modify and amend the Lease in the following particulars:

1. Unless otherwise provided in this Fourth Amendment, all capitalized terms shall have the meanings described in the Lease.

2. Notwithstanding anything contained in the Lease to the contrary, Lessor and Lessee hereby agree that the term of the Lease shall be extended to cover the period from July 1, 2016 to July 1, 2017.

3. Except as specifically modified and amended by this Fourth Amendment, the Lease is hereby expressly ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Tenant have entered into this Fourth Amendment as of the day and year first above written.

Community Church of God in Christ

Mildred C. Wells Academy

By: Nathanial Wells, III  
Its President

By: Patricia Payne  
Its BOARD OF DIRECTORS PRESIDENT

Date Signed: 5-8-16

Date Signed: May 2, 2016

## LAND LEASE AGREEMENT FOR MODULAR BUILDINGS

This lease (hereinafter called the "Agreement"), entered into as of the first day of July 1, 2012 by and between Community Church of God in Christ, 870 Nate Wells, Sr. Dr., Benton Harbor, MI 49023 (hereinafter called "Lessor") and the Mildred C. Wells Preparatory Academy, a public school-academy (herein called "Lessee"):

WITNESSETH:

The Lessor hereby does let and lease to Lessee (the "leased premises") at the following location:

The land located at 281 S. Fair Ave, Benton Harbor, MI 49023

The Lessee may use the leased premise to install and maintain, at its cost and expense, up to a total of two (2) modular six (6) classroom structures.

The term of the lease begins July 1, 2012 and ends the 30<sup>th</sup> of June, 2013.

The leased premises are to be used and occupied for a public school academy as defined in Act No. 451 of the Public Acts of 1976 as amended of the State of Michigan.

PROVIDED, in case any rent shall be due and unpaid or default be made in any of the covenants herein contained, then it shall be lawful for the Lessor to re-enter into, and repossess the leased premises, and to remove and put out the Lessee and each and every occupant, subject to the requirements of Michigan law.

1. **Rent.** The Lessee hereby hires the leased premises for the term aforesaid and agrees as follows:

- a. Lessee shall pay Lessor, as rent for the Leased Premises, the sum of Six Thousand Dollars (\$6,000.00) per year, in equal monthly installments of Five Hundred Dollars (\$500.00), on the first day of each month.

2. **Lessee's Obligations.** The Lessee Covenants:

- a. To pay all costs and expenses related to the modular classrooms, including but not limited to, the costs to purchase/lease the modular buildings, costs to erect the modular buildings, costs to treat and maintain the modulars, and costs to remove the modulars.
- b. To remove all temporary modular classroom structures and all improvements made by Lessee relative to the modular structures at the end of the lease term, or at the end of the last renewal term, if the lease

is renewed, and restore the property to condition of the property immediately prior to the date of this Lease Agreement.

- c. To repair any property damaged, altered or destroyed as a result of Lessee's installation or moving the modular classrooms, utilities or related services onto the leased premises.
- d. To use and occupy the leased premises only for the purposes for which they are let to it.
- e. To comply promptly with all applicable and lawful laws, orders, regulations, and ordinances of all municipal, county and state authorities affecting the leased premises and the cleanliness, safety, occupation, and use of same.
- f. To observe all reasonable regulations and requirements of underwriters concerning the use and condition of the leased premises tending to reduce fire hazards and insurance rates, and not permit nor allow any rubbish, waste material or products to accumulate on the premises.
- g. To keep the leased premises in good repair and at the expiration thereof yield and deliver up the same in like condition as when taken, ordinary wear and tear thereof accepted.

**3. Lessor's Obligation.** The Lessor covenants that:

- a. The Lessee, on payment of the rent at the time and in the manner aforesaid and performing all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the leased premises for the term aforesaid.
- b. Lessor covenants that the leased premises comply with all local, state and federal laws and codes for use as a Public School Academy.

**4. Indemnification and Insurance.** The Lessee agrees to indemnify and hold harmless Lessor from any liability for damages to any person or property in, on, or about said leased premises from any cause whatsoever other than damage caused by Lessor. Lessee will procure and keep in effect during the term hereof public liability and property damage insurance issued by a Company acceptable to Lessor for the benefit of the Lessor which policy, as the Lessee's option will be either (i) a Two Million Dollars (\$2,000,000.00) combined single limited policy, or (ii) in the amount of no less than One Million Dollars (\$1,000,000.00), for damages resulting from one casualty, and Five Hundred Thousand Dollars (500,000.00) for property damage resulting from any one occurrence. Said policy shall name the Lessee and the Lessor (Community Church of God in Christ) as additional named insureds. Lessee shall

deliver said policies to the Lessor, and, upon Lessee's failure so to do, the Lessor, at its option, immediately may cancel this Lease upon written notice to Lessee.

5. **Alterations.** The Lessee may make no alterations, additions, or improvements to the leased premises without the Lessor's prior written consent. Lessor's consent is hereby given to install up to two six classroom modular buildings. All such alterations, additions and improvements shall be at the expense of the Lessee and Lessee hereby indemnifies and holds Lessor harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of any such alterations, additions, improvements. Upon vacation of the leased premises, said improvements, additions and alterations, except the modular buildings, shall, at Lessor's option, become the property of the Lessor. Lessee promptly shall remove all such alterations, additions and improvements required by Lessor to be removed and Lessee shall restore the premises after such removal to substantially their condition prior to the time such alteration, addition or improvement was made. All furnishings and equipment which are not attached or affixed to the leased premises made or placed by Lessee upon the leased premises shall be the property of the Lessee, and Lessee shall remove the same at the end of the term of this Lease at the option of the Lessor.
6. **Utilities.**  
Lessee shall pay all charges for gas, water, sewer, and electricity associated with the two modular buildings.  
Lessee shall be responsible for maintenance of the leased premises, including custodial services, landscaping, supplies, trash removal, a dumpster, and disposal.  
Lessee shall be responsible for snow and ice removal from the pavement, driveways, walkways and parking lots of the leased premises.
7. **Taxes.**  
The Lessor shall pay any real property taxes assessed against the leased premises or any property, of which they are a part, at any time, where such taxes have resulted because of rental of the leased premises by Lessee.
8. **Eminent Domain.** In the event of a taking of the leased premises during the term of this Agreement by a proceeding in eminent domain which results in the eviction of the Lessee, this Agreement will terminate upon the date of such eviction. All awards shall be the sole property of Lessor, except for Lessee's award for relocation expense or loss of business, if any.
9. **Assignment and Subletting.** Lessee covenants that it will not assign, sell, mortgage or in any manner transfer or encumber this Lease or any interest herein, or sub-let the leased premises or any part or parts thereof or grant any concession or license or otherwise permit occupancy of all or any part thereof by others without in each case first obtaining the prior written consent of Lessor. The consent by Lessor to an assignment or sub-letting shall not in any way be construed to release Lessee from

obtaining the express consent of the Lessor to any further assignment or sub-letting of any part of the leased premises nor shall the collection of rent by Lessor from any assignee, sub-tenant or other occupant be deemed a waiver of this covenant or the acceptance of the assignee, sub-tenant or occupant as tenant hereunder or a release of Lessee from the further performance by Lessee of the covenants in this Lease on Lessee's part to be performed.

10. **Default.** Lessee shall be in default under this Agreement upon the occurrence of any of the following events:
  - a. Default in the payment of any rent; or,
  - b. Default in the payment or performance of any other covenant of Lessee under this Agreement.
  
11. **Remedies.** Upon the occurrence of any of the events of default described in Paragraph 8, in addition to any other remedies, which may be available to him, Lessor may, at its option, after providing to Lessee any notice required under Michigan law, and subject to the requirements under Michigan Law, do one or more of the following:
  - c. terminate this Agreement; or
  - d. whether or not this Agreement is terminated, take possession of the leased premises.
  
12. **Insurance.** Lessee shall be responsible for securing any insurance it deems advisable on contents and tenant improvements or for business interruption and Lessor shall have no liability with respect to any loss which might have been covered by such insurance.
  
13. **Controlling Law; no Other Agreement or Representatives.** This Agreement shall be governed by the laws of the State of Michigan. There are no understandings, agreements, representations, or warranties, express or implied, other than those set forth in a written addendum or supplement executed simultaneously herewith, or as herein set forth fully or incorporated by specific reference, respecting this Agreement or any real or personal property leased hereunder.
  
14. **Non-Waiver; Modifications:** No waiver of any provision of this Lease, or a breach thereof, shall be construed as a continuing waiver, nor shall it constitute a waiver of any other provision or breach. The acceptance of part (but not all) of a rent installment(s) due Lessor hereunder shall not constitute a waiver of default hereunder for nonpayment of rent. The acceptance of all or part of a rent installment(s) due Lessor hereunder shall not constitute a waiver of any other type of default hereunder. No modification, alteration and/or amendment of this Lease shall be binding upon the

other party hereto, unless the same shall be reduced to writing and signed by the party against whom it is sought to be enforced.

15. **Notices.** Whenever under this Agreement provision is made for notice of any kind, unless otherwise expressly herein provided, it shall be in writing and shall be served personally or sent by registered or certified mail, with postage prepaid, to the address of Lessor or Lessee, as the case may be, as stated below, or such other address as either of the parties may subsequently designate in writing by notice to the other party in the manner required hereunder.

Pastor Nathaniel Wells, III  
Community Church of God in Christ  
PO Box 1404  
870 Nate Wells, Sr. Dr.  
Benton Harbor, MI 49023

Raymond Gant  
Mildred C. Wells Preparatory Academy  
281 S. Fair Ave.  
Benton Harbor, MI 49023

Mike Atkins  
The Leona Group, L.L.C.  
4660 S. Hagadorn Rd. Ste. # 500  
East Lansing, MI 48823

16. **Surrender:** The lessee shall return said premises peaceably and promptly to the Lessor at the end of the term of this lease, or at any earlier termination thereof, in as good condition as the same are now in or may hereafter to be put in, except for ordinary wear and tear.
17. **Successors and Assigns:** This Agreement and each of the covenants, conditions, and agreements contained herein shall be binding upon each of the parties and upon their respective successors, representatives and assigns, and the benefits shall inure to each of the parties and to their respective permitted successors, representatives and assigns.
18. **No Representations:** Lessee acknowledges that no representation, verbal or written, has been made by any broker, agent or employee of Lessor regarding the condition of the improvements of the premises. This Agreement is not made in reliance upon any representation whatsoever.
19. **Options to Renew.** Provided Lessee is not then in default of any of the provisions of this Lease and Lessee has provided to Lessor not less than sixty (60) days in advance notice of exercise of option to extend, Lessee shall have two (2) successive options to extend the term of this Lease for up to five years, but not to exceed the period of the Lessee's Contract to Charter a Public School Academy, from and after

the expiration of the original term or the previous option term as the case may be, at the rental provided for in this section, but otherwise on the same terms and conditions as set forth in this Lease.

Within thirty (30) days following Lessee's notice to Lessor of the exercise of such right to extend the term, Lessor and Lessee shall agree upon a reasonable rental amount, to be charged by Lessor during such option term with respect to the leased premises. If Lessor and Lessee are unable to agree upon a reasonable rental amount, Lessee shall have the right to withdraw its election of option to extend by written notice to such effect to Lessor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

In the Presence of:

Jamesha Coleman

**Lessor: Community Church of God in Christ**

Nathanial Wells, III

BY:

ITS: President

In the Presence of:

Patricia Payne

**Lessee: Mildred C. Wells Preparatory Academy**

Patricia Payne

BY: Patricia Payne

ITS: Board of Directors President

**FIRST AMENDMENT TO  
LAND LEASE AGREEMENT FOR MODULAR BUILDINGS**

This First Amendment to Land Lease Agreement for Modular Buildings ("First Amendment"), entered into effective as of the first day of June 30, 2013 by and between Community Church of God in Christ, ("Lessor") and the Mildred C. Wells Preparatory Academy, a public school academy ("Lessee"):

WITNESSETH:

WHEREAS, Lessor and Tenant are parties to that certain Land Lease Agreement for Modular Buildings dated as of July 1, 2012 (the "Lease"); and

WHEREAS, Lessor and Tenant are desirous of modifying and amending the Lease as set forth in this First Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and each intending to be legally bound, Lessor and Tenant hereby agree to modify and amend the Lease in the following particulars:

1. Unless otherwise provided in this First Amendment, all capitalized terms shall have the meanings described in the Lease.

2. Notwithstanding anything contained in the Lease to the contrary, Lessor and Lessee hereby agree that the term of the Lease shall be extended on a month to month basis during the period from June 30, 2013 to June 30, 2014, until such time as Lessee, at its option, shall elect to terminate the Lease by providing a minimum of thirty (30) days advance written notice to Lessor.

3. Except as specifically modified and amended by this First Amendment, the Lease is hereby expressly ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Tenant have entered into this First Amendment as of the day and year first above written.

Community Church of God in Christ

Mildred C. Wells Academy

By: Nathaniel Wells, III  
Its President

By: Patricia Payne  
Its Board President

Date Signed: 6-10-13

Date Signed: 6-14-2013

## **Benton Harbor Housing Commission Contract Agreement**

This agreement is made this 6<sup>th</sup> day of September 2016 and effective the 7<sup>th</sup> day of September 2016 by and between the Benton Harbor Housing Commission (Owner) and Mildred C Wells Academy, COGIC (Owner) as defined in Scope of Services Work Identified in Article 2 in accordance with the HUD Contract for Facility Usage and Contract Documents.

Project: VECC - Facility Usage Mildred C Wells Academy - Weekly GYM Class

Owner: Benton Harbor Housing Commission  
Contractor: Mildred C Wells Academy (Owner)

Rooms to be Used: Gym

Name of Responsible Person: Emily Wengder

Telephone Number: (231)-631-1475

Request permission to use the Virginia Edwards Community Center GYM:

Start Date: week of - 09/12/2016 – to the end of the 2016-2017 School Year

### **Virginia Edwards Community Center Rules**

1. Applicant agrees that alcoholic beverages are prohibited on the premises at any time and no smoking inside of the building.
2. Applicant agrees to hold the Benton Harbor Housing Commission harmless from any and all claims due to any personal injury or property damage while using the Community Center. Due to the type of activities that your School will be having, you are required to acquire general liability insurance naming the Benton Harbor Housing Commission as an "additional insured". The insurance company must be authorized to do business in the State of Michigan with minimum coverage of \$1,000,000.00 per occurrence. The policy shall be presented to the Benton Harbor Housing Commission for approval within the first 30 days of use of the Community Center.
3. No special equipment, including, but not limited to, lights, amplifiers, etc. are allowed without the prior written consent of the Benton Harbor Housing Commission.
4. Applicants must clean the community center after removing all trash and debris. Applicant cannot move furniture into hallways or the lobby.
5. Applicants only have permission to use the room they have requested and cannot hang decorations on the walls or ceilings that will take the paint off the walls or damage the ceilings.
6. Open flames and candles of any kind are not allowed. Animals are not allowed in the community center.
7. Use of Community Room side door (near kitchen) leading to the enclosed playground equipment and playground equipment is prohibited.
8. Applicant understands that they are responsible for leaving the premises inside/outside in the same clean and sanitary condition under the rental term. Applicant further understands that they will be held responsible for their guest and visitors and any damage(s) that may occur under the rental term.

**Mildred C Wells Academy further agrees that there will be:**

- o No Damage to the facility including floors, walls and any equipment
- o That the Center is Clean and sanitary, including removal of all trash and debris.

If the Center has sustained damages and/or left dirty, there will be an additional \$100.00 fee assessed.

In the event that the damages exceed the \$100.00 fee amount the Applicant (Renter) will be held liable for all monies due to correct any damage as a result of center rental. These damages are not limited to attorney fees and court cost should BHHC seek to pursue collection procedures for non-payment.

**Cancellation Policy**

Benton Harbor Housing Commission agrees to the exclusive usage of its Gym Facility to Mildred C. Wells Academy. Should the applicant need to cancel Gym Class and/or postpone Gym Class;

- o Mildred C Wells Academy will still be responsible for the rental fee during any cancellation period, this includes scheduled holidays and/or scheduled vacation days.

Applicant understands that they ARE NOT to leave the center unattended for any reason at any time. Applicant must contact the Maintenance Department Staff or the Facility Manager to secure the Center prior to leaving. Should any problem arise during the Center Rental Applicant should contact either the Facility Manager.

**CONTRACT SUM**

Mildred C Wells Academy shall pay Benton Harbor Housing Commission (BHHC) a sum total of \$9,250.00 (37 weeks at 250.00 per week) for the usage of the GYM Facility located at 721 Nate Well Sr. Drive, Benton Harbor MI 49022.

**Contract Payment**

Mildred C Wells Academy agrees to pay BHHC in monthly installments 250.00 per week, 4 weeks per month, monthly sum total of \$1,000.00, due by the 15<sup>th</sup> of each month.

For the Contract sum of \$9,250.00 this total is based on the printed school year calendar - 37 weeks at 250.00 per week.

**PROTECTION OF PERSONS AND PROPERTY**

Mildred C. Wells shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Mildred C. Wells shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to any student and or the facility.

**INSURANCE**

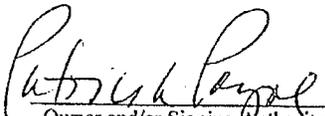
Mildred C Wells shall submit a copy of its insurance with-in 3 to 5 days the Facility usage for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable to their staff or anyone directly or indirectly employed by any of them, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work itself.

This insurance shall be written for not less than limits of liability specified in the summary or required by law, whichever coverage is greater.

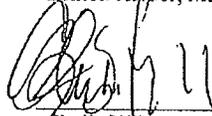
Agency: Mildred C Well Academy  
Benton Harbor, MI 49022

Owner: BHHC  
721 Nate Wells Drive  
Benton Harbor, MI 49022

Signature  
By:

  
Owner and/or Signing Authority

Signature  
By:



Name and  
Title

Patricia Payne

Name and  
Title

Sheila Hill  
Contracting Officer  
Benton Harbor Housing Commission

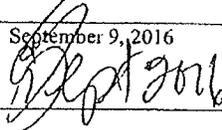
Date:

September 9, 2016

Date:

September 9, 2016

PRESIDENT, BOARD OF DIRECTORS



# Tab 7

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.

# Tab A

**SECTION A**  
**GOVERNANCE STRUCTURE**

## GOVERNANCE STRUCTURE

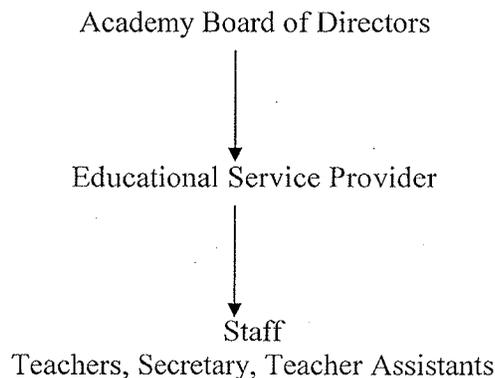
The College Board shall appoint the Board of Directors of the Academy ("Academy Board"). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the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

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

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

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

The Governance Structure of the Academy:



The Academy Board currently consists of five (5) 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:

<u>Board Member Name/Position</u>	<u>Term of Office</u>
Patricia Payne, President	7/1/17 – 6/30/20
Jacquelyn Clement, Vice President	7/1/16 – 6/30/19
Vincent Woods, Secretary/Treasurer	7/1/17 – 6/30/20
Margaret (Amy) Johnson, Member	9/29/16 – 6/30/18
Shanika Jones, Member	4/5/17 – 6/30/19

# Tab B

**SECTION B**  
**EDUCATIONAL GOALS**

## **Schedule 7b: Educational Goals**

MCWA will implement an academic and non-academic program to support the development of the whole-child. The academic goals identify quantifiable measures and will require high achievement and gains among all students. These academic goals align with the mission and vision for MCWA students and include:

- Students in grades 3-7 will yield performance levels of proficient or advanced on the M-STEP assessment and if they do not attain grade level proficiency then an individualized plan will be put in place to meet their needs so that they can demonstrate growth towards proficiency until the gap is closed
- Demonstrate growth in areas of reading and math according to NWEA
- Ensuring that each student masters a minimum of 80% of the standard identified for his/her grade level during the course of each year through the use of Instructional Learning Cycles where we utilize data to plan for re-teaching.
- Intervene early and often for students with academic deficiencies to increase student performance in accordance with our response to intervention programs.
- Reach all student through differentiated instruction.
- Provide a positive climate for learning as measured by informal and formal observations conducted bi-weekly. We will also utilize staff, student and parent surveys to help align initiatives which will be conducted annually.

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

**Educational Goal to be Achieved:**

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

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

**Measure 1: Student Achievement**

*The academic achievement of all students grades 2-7 will be assessed using the following metrics and achievement targets.*

GRADES	METRICS	ACHIEVEMENT TARGETS
Grades 2-7 (fall and spring NWEA testing)	The average grade-level scores in reading and math as measured by the Measure of Academic Progress (MAP) by NWEA	Students enrolled for three* or more years will on average achieve scores equal to or greater than the grade-level reading and math college readiness achievement targets identified in this schedule

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

**Measure 2: Student Growth**

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

Grades	Metrics	Growth Targets
Grades 2-7	Growth made by students from fall-to-spring in reading and math as measured by growth targets set for each student on the Measure of Academic Progress by NWEA	Students will on average achieve fall-to-spring academic growth targets for reading and math as set for each student on the Measure of Academic Progress by NWEA

*The measure of student growth is the most important, but not the only factor the authorizing body considers when determining whether the Academy is "demonstrating measurable*

*progress” toward the contractual goal of preparing students academically for success in college, work, and life.*

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

**NWEA Achievement Target Table**

<b>Grade</b>	<b>NWEA Reading End-of-Year Target</b>	<b>NWEA Math End-of-Year Target</b>
K	157.7	159
1	176.9	179
2	190	191
3	201	204
4	208	212
5	215	224
6	218	229
7	222	233

# Tab C

SECTION C

EDUCATIONAL PROGRAMS

## **MISSION STATEMENT**

"Mildred C. Wells Academy is determined to build a safe academic environment where all students excel through creativity and respect. Mildred C. Wells Academy, a place where lifelong learners are developed."

## **BELIEF STATEMENTS**

1. We believe every student is entitled to a safe and orderly learning environment
2. We believe all students will grow academically, socially, and physically
3. We believe that family involvement in the educational process is integral to their student's success
4. We believe in meeting the diverse needs of our students
5. We believe all students will be prepared to become positive, productive members of the community
6. We believe that differentiated instruction is vital to the learning process and teaching is essential to the learning process.

## **VALUES AND EXPECTATIONS**

- 1. We expect our students to dress for success**
  - Come to school appropriately dressed and groomed everyday
- 2. We expect our students to be honest, reliable, and focused**
  - Be on time to class everyday
- 3. We expect our students to learn and improve everyday**
  - Put forth their best effort
- 4. We expect our students to display respect, acknowledge other people's feelings and personal space**
  - Language will always be appropriate and respectful
  - Never accept "bullying" and intimidation
  - Make good choices when confronted with physical or verbal confrontation
  - Keep our building and grounds clean, "litter free" and graffiti free"
- 5. We expect our students to create great opportunities and make excellent choices for their lives**
  - Plan, prepare, and pursue

The goal of our academy can best be stated in our mission statement. We place great emphasis on our hard working and nurturing staff that continues to challenge students and advance them academically as well as emotionally each and every day. We pride ourselves on the importance of small group instruction. Students who are struggling receive small group intervention several days per week by either a high qualified teacher or a highly qualified paraprofessional.

The following strategies we believe will assure that our students will be academically successful:

- Provide daily tiered targeted research-based interventions
- Provide ongoing professional development for all staff
- Provide differentiated instruction to all students
- We will make data-based decisions
- Provide after school tutoring
- Provide tiered summer school
- Focus on hands on learning
- Assessments will guide instruction
- We will modify material to accommodate students with special needs

#### **An explanation of how the educational program assists students in the attainment of the Common Core State Standards.**

Teachers with their instructional coaches are expected to develop and follow curriculum maps, pacing guides and lesson plans that monitor student progress with timely and practical formative and summative assessments. The school leaders, instructional coaches and teachers will be provided extensive support in the following areas that are related to student testing and assessments:

- Communicate and demonstrate researched-based instructional practices that result in increased student performance
- Collect data on lesson plan submission, parent contact form submission, class benchmarks, common assessments, and quarterly assessments to monitor teacher trends
- Monitor the pace of instruction, at a minimum of twice quarterly, in the electronic gradebook to check alignment of grade policy and utilize a grade book audit form
- Provide support in analyzing student assessment data monthly (data which is utilized, monitored and analyzed is gradebook/common assessment/quarterly assessment/benchmark/state assessment data)
- Assist academy with instructional decisions based on assessment data

- Work positively toward meeting identified school improvement goals that are based on extensive trend data reviewed from both quarterly, benchmark and state assessment data
- Assist instructional coaches and teachers in aligning their teaching with appropriate standards, curriculum and assessments

**A description of how the educational program allows for adaptation and modification to meet the needs of all learners, e.g. exceptional students, students below grade level, students who qualify for special education services.**

Our instructional staff and support team revise and edit the pacing guides for teaching and learning to record growth and coverage of mastery of the content. They will be encouraged and expected to offer students many chances of inputting data/concepts and demonstrating mastery of standards/skills through differentiated instruction, strategic planning of Multi-tiered System of Support (MTSS) time through extended learning opportunities and activities that will be listed in the School Improvement Plan in (reading, writing, language arts, social studies, science and special subjects). A well-developed MTSS plan is devised with cut scores throughout content areas and grade levels to decipher which students are scoring in Tier I, Tier II and Tier III. In collaboration with state standards, lesson plans will be reviewed by the instructional coach and school leader and feedback will be given on a timely basis. Also, using feedback during and after classroom walk-throughs, mentor-mentee meetings, monthly grade level meetings, weekly staff meetings will be documented on agendas and in the meeting minutes.

Implementation of the MTSS program/process identifies cut scores/levels to categorize students in the tiers stated above along with pervasive Differentiated Instruction throughout all content areas ensures that all students receive adaptations and modifications. Core content area teachers will regularly plan with the special education team along with interventionists ( 31a, Title and IDEA) and social workers to meet the needs of exceptional, at-risk, special education students. During instructional time, various resources will be visible during walk-throughs such as listening centers, technology, hands-on activities, projects and peer interaction to support student growth.

**A description of all assessments utilized by the Academy. In addition to those required by the character contract, to ensure progress is being made toward the educational goal stated in the charter contract.**

In the district, state assessment M-STEP, will be annual data points that help guide improvement, make revisions in programming and guide in evaluation purposes to help the Academy progress towards meeting our educational goals. School leader, instructional coach, lead teachers and School Improvement Leads will allot time to gather data to examine, discuss implications of data, give constructive feedback to the staff and monitor the execution of lessons and best practices. As a result, the cycle will

start again with collection of formative and summative grades from the leveled instruction as a step of an action plan devised from the initial meetings (staff meetings, SIP meetings, grade level, and teacher/leader feedback meetings) of the members mentioned again. They are also able to use this data in conjunction with NWEA MAP to identify students who are in need of extra support through our MTSS program as described above. The Academy also utilizes Quarterly Benchmark Assessments using Naiku (online assessment platform) to assess student proficiency on Common Core State Standards that have been taught thus far. Based on the data analysis of the results, teachers plan review lessons to bridge the identified gaps. These Instructional Learning Cycles (ILC) last two weeks. Students are assessed again at the end of each cycle to determine if growth towards proficiency has occurred. Teachers also continuously monitor student learning through the use of daily formative assessments. For our MTSS, the Academy progress monitor using Developmental Reading Assessment (DRA), MobyMax, teacher-created tests, and test generated from the curriculum selected in subject areas are scheduled in various intervals will be planned by administration, our management company and the staff to monitor steps in growth or decline.

**A description of the method of evaluation used to determine the effectiveness of the implementation, delivery and support of the educational program.**

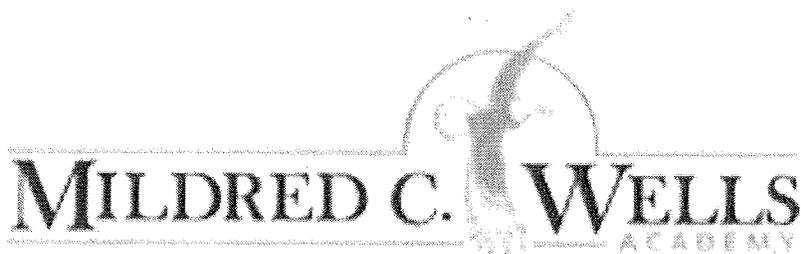
Academics are expected to meet the common core standards and grade level content expectations. The evaluations cycle includes these assessment-related activities:

- Follow testing and assessment directives of their respective state departments of education to meet the requirements of all Elementary and Secondary Education Act (formerly the No Child Left Behind Act) mandates. Each academy's educational and instructional leaders ensure that results from state testing are understood and interpreted within the context of the state's federally mandated school accountability system: e.g. A-E School Accountability Scorecards for all stakeholders.
- Administer a standardized benchmark assessment that assists in making value-added judgments pertaining to student growth, instructional effectiveness and program quality. In order to collect reliable and valid student data, academies use online norm-referenced benchmark assessments (such as NWEA MAP): these are administered three times throughout the school year and student gains are compared against established national norms and growth targets. Data from benchmark assessments allows schools to provide necessary support to students who are performing below grade level in any of the core subject areas.
- Formative and summative assessments occur continually in every classroom. Teachers assess students informally through classroom observations, classroom

dialogues, review of homework and by means of a range of formative practices (exit tickets, think-pair-share, etc.). Summative assessments are utilized as a way of demonstrating student understanding and may be in the form of common unit tests, projects, or presentations. Writing is integrated into many classroom assessment activities. Both formative and summative assessments are periodic and frequent enough to identify student progress and the need for additional interventions when warranted on an individual or group basis.

# Tab D

**SECTION D**  
**CURRICULUM**



# *Science Best Practice Framework*

## Science Introduction

National and state standards in science not only encourage teachers to engage students with inquiry-based science, but to also emphasize the values, attributes and especially intellectual curiosity. In order for students to be able to build deep knowledge of science, they must do more than merely cover the subject matter; they must immerse themselves in doing science using systematic inquiry. (Zemelman, et al, 2005)

“Not all [students] will choose to become scientists but the science standards ask teachers to foster in all students the awareness of science as a dynamic creative interplay of questions and evidence, data and ideas, predictions and explanations” (Zemelman, et al, 2005)

“Science is an enterprise that can be harnessed to improve quality of life on a global scale. Science may provide a foundation for the development of language, logic and problem solving skills in the classroom. A democracy demands that its citizens make personal community based and national decisions that involve scientific information. For some students, science will become a lifelong vocation or avocation.” (Michaels, Shouse and Schweingruber, 2008).

In a best practice science classroom, students will have regular opportunities to:

- Engage in higher order thinking as part of a relevant and rigorous science curriculum
- Use evidence to support and communicate their understanding
- Become increasingly self-directed in their learning, leading to more student-led choices
- Build real-world connections using hands-on activities and apply that knowledge to new situations
- Encourage curiosity and questioning about the natural forces of the world to stimulate scientific inquiry in a variety of ways
- Create cooperative and collaborative communities
- Explore topics in depth, using research and deep study to internalize inquiry (Schmoker,2011)
- Engage in cross-curricular experiences
- Use scientific literacy to articulate and communicate scientific concepts (Marlene Their, 2002)
- Incorporate STEM (Science, Technology, Engineering and Math) into the science classroom (RESA,2011) and (NSTA, 2011)
- Students and teachers will use a variety of technology methods in order to enhance 21<sup>st</sup> Century Skills in Science
- Challenge misconceptions that students may have in order to correct and clarify scientific concepts (Learning Science and the Science of Learning, NSTA, Bybee, 2002)

## **PROTOCOLS OF BEST PRACTICES FOR SCIENCE**

Science teachers need to differentiate teaching for all students on a daily basis. The following protocols have been identified by the Science Best Practice Committee (2011) to support Best Practice in science classrooms.

- Science teachers, with the assistance of support staff, should provide opportunities to have tests read to students with identified reading challenges. Teachers can use Audacity software to allow identified students to listen to tests
- Test taking procedures should be consistent throughout the district
- Pretests should be administered prior to the teaching of the unit
- As teachers are instructing and reviewing the unit, they should not use questions from common assessments verbatim
- Common assessments will be given by all teachers and will be used to track student progress and to drive instruction.
- Science teachers will teach the Grade Level Content Expectations (GLCE's) or High School Content Expectations (HSCE's) using district adopted textbooks, kits and other materials as resources
- Pacing guides are to be followed as closely as possible to ensure understanding of the content expectations and increase student achievement from year to year.

## STRATEGIES FOR INCORPORATING BEST PRACTICES IN SCIENCE

In order to promote inquiry science an identified approach needs to be established. The following strategies are student-specific interventions that are used by best practice science educators in classrooms.

### **Whole Group Instruction**

Whole group instruction refers to the practice of teaching the same material simultaneously to an entire class. Whole class instruction generally implies that the same or similar assignments will be delivered to all students and an expectation exists that all students will be evaluated using the same assessment technique.

<http://www.danbury.k12.ct.us/currweb/glossary/xyz.html> p.1, 2005.

Teachers will generate interest and curiosity related to science concepts. They will clearly state objectives/content expectations. They will present and model essential questions and big ideas. They will clarify any misconceptions and build connections to real world situations and applications.

During whole group instruction, teachers will utilize multiple strategies including whole group discussions, science demonstrations, guided and dependent note taking and the use of interactive websites.

Examples of whole group strategies include:

- Teachers will include real life examples in the unit being studied such as current events from video streaming or weekly reader magazines like National Geographic, Time for Kids, Science World, Natural Inquirer, Khan Academy and interactive websites (Phet <http://phet.colorado.edu/en/simulations/category/new>, 2011). This will enable students to make connections to what is being studied by using interactive models
- Teachers will state and post learning objectives in the classroom so students can connect previous and future learning
- Units will begin with whole group discussions where essential questions will be asked and generated. The students will begin to build a curiosity for the unit and come up with ideas and predictions in relation to what is being studied.
- Guided note taking is expected as students will be keeping science journals to write their thoughts, predictions and explanations of their findings.
- Thinking maps will access prior knowledge, organize new information and demonstrate understanding.
- Video conferencing will be utilized when appropriate to create discussions and participate in hands on activities with other classrooms within or outside of the district. This may also be used to communicate with different scientists to answer essential questions.

### **Small Group Instruction**

Small group instruction refers to the practice of teaching to small groups of students by the teacher or peers. It will allow students to be actively involved in a variety of learning opportunities matched to their personal strengths.

Small group instruction will be used to help meet the needs of all students through differentiation. Students will be grouped according to their learning needs. Student grouping should be based upon their instructional level and regrouped based upon observation and assessment, accuracy and comprehension. The teacher will support students by monitoring comprehension, constructing meaning and accelerating learning.

Some samples of small group instruction activities include:

- Students will work in small groups with hands-on activities
- Selected activities will give the students opportunities to rest, explore and investigate the learning objectives
- Discussion within the small groups will promote thinking and problem solving by leading students to compare alternative ideas and solutions (Daniels, 2005)
- Students should be challenged to support their arguments and motivated to seek answers via text, research, etc.
- Labs should be formatted as small group, student-designed inquiry
- *Think pair share* and cooperative learning groups will be used in the classroom
- *Small group presentations* and debates will be facilitated

### **Checking for Understanding**

Checking for understanding is “an important step in the teaching and learning process. Research suggests that an important part of the learning process in all content areas is identifying and confronting misconceptions that can interfere with learning.”(Fisher and Frey, 2007)

During independent learning, the teacher will assess, decide and teach/demonstrate one concept that a student can apply to their knowledge base. During this time teachers can employ the methods of reinforcing, re-teaching or rephrasing to meet the unique needs of each student.

Some examples of methods that teachers may use to check for understanding include:

- Teachers will keep checklists to guide observations
- Teachers can use student self-evaluation forms, portfolios and journals to check for understanding.
- Teachers will use performance-based assessments such as building a circuit from scratch, diagramming the water cycle, life cycles of plants and insects, labeling parts and functions of living and non-living things to deepen understanding.
- Teachers must address students’ existing beliefs and knowledge and directly confront misconceptions and naïve theories (Zemelman et.al. p.152)

- Teachers will use formative assessments using Classroom Performance System (CPS) and ticket out the door along with summative assessments such as formal tests, quizzes and practical examinations.

### **Informational Science Reading**

Informational text will be used to help expose students to a wide range of scientific literature, information and data. This will encourage students to build scientific vocabulary and construct meaning of scientific concepts.

Some examples of informational science reading include:

- Text features will be discussed and explained so students will be able to find and interpret information
- Non-fiction leveled reading science text will be used in small guided reading groups to help promote and incorporate science into different content areas
- Reading non-fiction texts will prepare the younger students for science textbooks in the future. The textbooks will serve to prepare the students to read scientific articles.
- Teachers will model how to read science text by showing students how to annotate, reread and refer to graphics. This will encourage student understanding, assist students in forming arguments and help them to make connections. (Shanahan and Shanahan p.53, 2008)
- Reading non-fiction books will develop vocabulary among all students
- Students will be encouraged to read about current events in science

### **Student Vocabulary**

According to Pikulski and Templeton (2004), “Perhaps the greatest tools we can give students for succeeding, not only in their education but more generally in life, is a large, rich vocabulary and the skills for using those words.”

Teachers shall introduce scientific vocabulary relating to real world situations. This will encourage students to define science concepts in their own words to help make the terms more meaningful.

Some examples of vocabulary activities for grades Kindergarten through 12th grade include:

- Flashcards
- Need p152
- Games (i.e., Bingo)
- Writing Vocabulary
- Word Walls
- Journaling using Vocabulary Words
- Define & Sketch Assignments
- Use of “instructional” read-aloud events

- Providing direct instruction in the meanings of clusters of words and individual words
- Systematically teaching students the meaning of prefixes, suffixes and root words
- Linking spelling instruction to reading and vocabulary instruction
- Teaching the effective, efficient, realistic use of dictionaries, thesauri and other reference works
- Provide illustrations that explain meaning for scientific terms and concepts
- Teaching, modeling and encouraging the application of a word-learning strategy
- Encouraging wide reading experiences to include science topics

### **Speaking and Listening**

“Learners communicate and justify their proposed explanations to classmates and teachers by presenting their reasoning and evidence through oral and written expression” (Zemelman et.al. 2005). One goal for science instruction is for students to generate their own questions and lead discussions with their peers. “Discussion promotes thinking and problem solving, by leading students to compare alternative ideas and solutions” (p. 153). For this to happen, students must be guided to the aspects of peer-to-peer discussion such as respect differing opinions and being open to new ideas. During these discussions, the students will include scientific theories and factual information. Students should be able to logically present evidence to support their findings.

Ways to encourage and incorporate speaking and listening in the classroom are:

- Students will write reports or essays based on their finding to explain and support their understanding and present it to the class
- Students will share out their finding in both small group and whole group settings.
- Students will follow classroom expectations and practice their active listening skills when classmates are presenting.
- Students will use videoconferencing to speak to and listen to science professionals.
- Student will participate in debates and presentations.
- Examples of presentation media available to students include:
  - Podcasts
  - Screencasting
  - Flip Camera, Smart Board, MOBI’s, PowerPoint and iPads to create presentations
  - CPS units

### **Scientific Inquiry**

Members of the Biological Science curriculum Study (BSCS) discuss the five essential features of inquiry: engaging the learner, teaching the learner to use evidence to respond to scientific questions, teaching the learner to formulate explanations from evidence, connecting explanation to scientific knowledge and communicating and justifying explanations (Bybee, 2006).

In order to promote inquiry science:

Teachers [will] require student led investigations and activities to promote higher-level thinking and cooperative learning. Learners [will] attempt to answer these questions through many types of hands on investigations. Students [will] analyze and interpret data, synthesize their ideas, make inferences and predictions, build models and actively create, modify and discard some explanations or answers. (Zemelman, et. Al., 2005)

Students need to support scientific conclusions with data collected in inquiry science

Teachers [will] help students learn how to ask and answer scientifically oriented questions. Learners [will] attempt to answer these questions through many types of hands on investigations. Students [will] analyze and interpret data, synthesize their ideas, make inferences and predictions, build models and actively create, modify and discard some explanations or answers. (Zemelman, et.al. 2005)

Examples of methods to implement scientific inquiry in the classroom include:

- Students should work together by asking questions, investigating natural phenomena, solving problems and making sense of data by formulating conclusions (Hammerman, 2006)
- The Five Essentials: Engage the learner, teach the learner, use evidence to respond to questions, formulate explanation from evidence, connect an explanation with scientific knowledge and justify explanations (Bybee, 2006)
- Students will begin each year by reviewing science process skills such as observation, classification, making inferences, prediction, measurement, using numbers, creating models, defining operationally, identifying variables, formulating hypotheses, recording and interpreting data and drawing conclusions
- By communicating results of their investigations, student [can] take pride in their accomplishments, link science to other subjects, discuss implications, develop confidence in their learning and ask new questions (Hammerman, 2006)

### **Examples of Inquiry Investigations**

Open-ended labs, student led investigations, data analysis, model building and hands on investigations will focus on scientific concepts such as:

- Force and Motion
- Liquids, Gases and Solids
- Plant and Animal Life Cycles
- Magnetic Observations
- Terrestrial Environments
- Animal Classification
- Changing Environments and Landforms
- Ecosystems
- Electricity and Electrical Circuits

- Weather
- Properties of Matter
- Measurement
- Water Quality
- Water Cycle

### **Scientific Response**

According to Zemelman and Hyde (Zemelman, et.al. 2005) “the craft of writing is most effectively taught through a brief mini lesson, focused on skills appropriate to particular writing tasks.” Timely practice of skills will be encouraged through the immediate use of knowledge in the science classroom.

“Learners will extend their new understanding and ability and then apply what they have learned to new situations” (Zemelman, et.al. 2005). Students will have opportunities to respond before, during and after each lesson. Teachers will encourage verbal, written and illustrated representations of their understanding of the scientific concepts. Response will be encouraged during whole group, small group and individualized instruction. “Learners communicate and justify their proposed explanations to classmates and teachers by presenting their reasoning and evidence” (Zemelman, et.al. 2005).

Examples of student scientific responses in the classroom are:

- At the beginning of each unit teachers will lead a classroom discussion to access prior knowledge and generate questions which students want answered. During this time, predictions about the outcomes of the unit may be made
- Hands-on activities will be directed in small groups where students will work together to formulate a conclusion
- Students will show their understanding of the topic through verbal, written or illustrative representations
- Students will be encouraged to report findings in many different ways utilizing technology such as Smart Boards, MOBI's, iPads, PowerPoint Presentations and video clips from sources such as YouTube
- Utilize text response by implementing technology in the classroom such as iPads, PowerPoint and CPS units

### **Scientific Literacy**

“Literacy is the spine that holds everything together in all subject areas” (Phillip and Wong, 2010). It is the key to learning all content areas.

“Students will be exposed to purposeful scientific reading and writing” (Schmoker, 2011). Teachers should provide a variety of literature containing specific scientific content for students.

This will teach them to form valid conclusions and participate in meaningful conversations (Zmach, 2006).

Teachers will introduce real life examples into the unit being studied using materials such as current event lessons from video streaming or science magazines.

Examples of scientific literacy in the classroom include:

- Teachers will model for students the process of keeping a scientific journal. These journals may be used to collect data on many different investigations such as the weather, the growth of a plant, the results of an experiment and conclusions based on observations throughout each unit.
- Writing activities such as science poems, non-fiction book reports, role-playing and lab analysis will be utilized in other content areas.
- Reading non-fiction science books, magazines and journals will help promote understanding of vocabulary and concepts taught.

### **Assessment**

Assessments need to reach higher levels of Bloom's Taxonomy, evaluating students' ability to apply reasoning skills and make connections within the knowledge base. In order for growth and understanding of the subject matter to occur the expectations for science learning must be customized to measure student skills and mastery of core content, rather than on memorization of facts. This notion is echoed by the NSTA, stating "All assessments are aligned with 21<sup>st</sup> century curriculum and instruction and appropriately measure students' progress towards skills acquisition in addition to mastery to core content" (NSTA p.2, 2010)

Assessment will start with students learning and understanding scientific vocabulary. They will then be expected to develop questions and make connections to the current subject matter. The assessment will conclude with students being able to infer, analyze and synthesize information. The students will be provided with information and opportunities to practice each skill level to increase proficiency.

Examples of assessments used in the K-6<sup>th</sup> grade classroom include:

### **Summative Assessments**

- State and Standardized Assessments
- District Common Assessments
- Classroom Assessments
- Projects
- Presentations
- Unit Tests

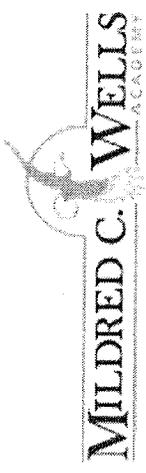
### **Formative Assessments**

- Quizzes
- Binder Tests
- Homework/Daily Work
- Daily Science Bell Work
- Ticket out the Door, Exit Slips
- Students Self-Assessment Forms
- Student and Teacher Surveys
- Teacher observation/checklists
- Teacher questioning and student response
- Journal Reviews
- Student feedback such as thumbs up/down, participation
- Writing prompts
- Technology-CPS units can be used to facilitate assessments.
- Practice Tests
- Projects
- Presentations

### **Technology**

“The use of technology will allow more students to be actively thinking about information, making choices and executing skills. “Technology provides the tools to investigative inquiry and analysis in the classroom. The products of technology enable students to extend powers of observation and to engage in scientific investigation much like the scientist does “(Hammerman, 2006).

“Technology should be used as a tool to support student performance in authentic tasks, students are in the position of defining their goals making design decisions and evaluating their progress. The learning environment will be positively affected by the use of technology-based instructional strategies” (Hammerman, 2006)



### Kinder Science Curriculum Map

Integrated and Ongoing standards throughout the school year

<p>S.I.P.E.1 Inquiry involves generating questions, conducting investigations, and developing solutions to problems through reasoning and observation.</p> <p>S.I.P.00.11 Make purposeful observation of the natural world using the appropriate senses.</p> <p>S.I.P.00.12 Generate questions based on observations.</p> <p>S.I.P.00.13 Plan and conduct simple investigations.</p> <p>S.I.P.00.14 Manipulate simple tools (for example: hand lens, pencils, balances, non-standard objects for measurement) that aid observation and data collection.</p> <p>S.I.P.00.15 Make accurate measurements with appropriate (non-standard) units for the measurement tool.</p> <p>S.I.P.00.16 Construct simple charts from data and observations.</p> <p>S.I.A.E.1 Inquiry includes an analysis and presentation of findings that lead to future questions, research, and investigations.</p> <p>S.I.A.00.12 Share ideas about science through purposeful conversation.</p> <p>S.I.A.00.13 Communicate and present findings of observations.</p> <p>S.I.A.00.14 Develop strategies for information gathering (ask an expert, use a book, make observations, conduct simple investigations, and watch a video).</p> <p>S.RS.E.1 Reflecting on knowledge is the application of scientific knowledge to new and different situations. Reflecting on knowledge requires careful analysis of evidence that guides decision making and the application of science throughout history and within society.</p> <p>S.RS.00.11 Demonstrate scientific concepts through various illustrations, performances, models, exhibits, and activities.</p>	<p>S.I.P.E.1 Inquiry involves generating questions, conducting investigations, and developing solutions to problems through reasoning and observation.</p> <p>S.I.P.00.11 Make purposeful observation of the natural world using the appropriate senses.</p> <p>S.I.P.00.12 Generate questions based on observations.</p> <p>S.I.P.00.13 Plan and conduct simple investigations.</p> <p>S.I.P.00.14 Manipulate simple tools (for example: hand lens, pencils, balances, non-standard objects for measurement) that aid observation and data collection.</p> <p>S.I.P.00.15 Make accurate measurements with appropriate (non-standard) units for the measurement tool.</p> <p>S.I.P.00.16 Construct simple charts from data and observations.</p> <p>S.I.A.E.1 Inquiry includes an analysis and presentation of findings that lead to future questions, research, and investigations.</p> <p>S.I.A.00.12 Share ideas about science through purposeful conversation.</p> <p>S.I.A.00.13 Communicate and present findings of observations.</p> <p>S.I.A.00.14 Develop strategies for information gathering (ask an expert, use a book, make observations, conduct simple investigations, and watch a video).</p> <p>S.RS.E.1 Reflecting on knowledge is the application of scientific knowledge to new and different situations. Reflecting on knowledge requires careful analysis of evidence that guides decision making and the application of science throughout history and within society.</p> <p>S.RS.00.11 Demonstrate scientific concepts through various illustrations, performances, models, exhibits, and activities.</p>
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<b>September-Mid November</b>	<b>Mid-November – Mid-January</b>
<b>Observations with Senses</b>	<b>Motion and Position/Force and Gravity</b>

<p style="text-align: center;"><b>Big Ideas</b></p> <ul style="list-style-type: none"> <li>• Inquiry includes an analysis and presentation of findings that lead to future questions, research, and investigations.</li> <li>• Inquiry involves generating questions, conducting investigations, and developing solutions to problems through reasoning and observation.</li> <li>• Not all senses are used for all observations.</li> </ul>	<ul style="list-style-type: none"> <li>• An object's position may be described by locating the object relative to the position of other objects.</li> <li>• The description of the motion of an object depends on one's viewpoint and the position of the object.</li> <li>• All objects fall toward Earth because of the force of gravity.</li> <li>• Objects at rest only start moving when a push or pull is applied to them.</li> </ul>
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<ul style="list-style-type: none"> <li>• The senses aid in observation that helps us to understand our surroundings.</li> <li>• The senses are sight, sound, touch, smell, and taste.</li> </ul>	<ul style="list-style-type: none"> <li>• Pushes or pulls can change the speed or direction of moving objects.</li> <li>• The shape, size, and weight of an object can affect its motion.</li> </ul>
<p><b>Learner Outcomes</b></p>	
<p><u>Standards:</u></p>	
<p>S.IP.E.1 Inquiry involves generating questions, conducting investigations, and developing solutions to problems through reasoning and observation.</p> <p>S.IP.00.11 Make purposeful observation of the natural world using the appropriate senses.</p> <p>S.IP.00.12 Generate questions based on observations using the senses.</p> <p>S.IP.00.13 Plan and conduct simple investigations using the senses.</p> <p>S.IP.00.14 Manipulate simple tools (hand lens, balances) that aid observation and data collection.</p> <p>S.IP.0015 Make accurate measurements with appropriate (non-standard) units for the measurement tool.</p> <p>S.IP.00.16 Construct simple charts from data and observations</p> <p>S.IA.E.1 Inquiry includes an analysis and presentation of findings that lead to future questions, research, and investigations.</p> <p>S.IA.00.12 Share ideas about the senses through purposeful conversation.</p> <p>S.IA.00.13 Communicate and present findings of observations.</p> <p>S.IA.00.14 Develop strategies for information gathering (ask an expert, use a book, make observations, conduct simple investigations, and watch a video).</p> <p>S.RS.E.1 Reflecting on knowledge is the application of scientific knowledge to new and different situations. Reflecting on knowledge requires careful analysis of evidence that guides decision making and the application of science throughout history and within society.</p> <p>S.RS.00.11 Demonstrate science concepts about the senses through illustrations, performances, models, exhibits, and activities.</p>	<p>P.FM.E.1 Position – A position of an object can be described by locating the object relative to other objects or a background.</p> <p>P.FM.00.11 Describe the position of an object (above, below, in front of, behind, on) in relation to other objects around it.</p> <p>P.FM.00.12 Describe the direction of a moving object (for example: away from or closer to) from different observers' view.</p> <p>P.FM.E.2 Gravity – Earth pulls down on all objects with a force called gravity. With very few exceptions, objects fall to the ground no matter where the object is on the Earth.</p> <p>P.FM.00.21 Observe how objects fall toward the earth</p> <p>P.FM.E.3 Force – A force is either a push or a pull. The motion of objects can be changed by forces. The size of the change is related to the size of the force. The change is also related to the mass of the object on which the force is being exerted. When an object does not move in response to a force, it is because another force is being applied by the environment.</p> <p>P.FM.00.31 Demonstrate pushes and pulls on objects that can move.</p> <p>P.FM.00.32 Observe that objects initially at rest will move in the direction of the push or pull.</p> <p>P.FM.00.33 Observe how pushes and pulls can change the speed or direction of moving objects.</p> <p>P.FM.00.34 Observe how shape and mass of an object can affect motion.</p>
<p><b>Vocabulary</b></p>	
<p>binoculars</p>	<p>push</p>

<p>bitter color ears eyes feel feet food freezing hands hazardous heat light magnifying glass microscope mouth nose observation safety salty senses shape sight size skin smell sound sour sweet taste telescope tongue touch</p>	<p>pull direction speed shape size mass at rest above below in front of behind on under between on top away from closer to toward fast, faster slow, slower north south east west right left shapes: circle square triangle cone cylinder sphere weight distance observation</p>
<p><b>SUGGESTED RESOURCES</b></p>	
<p><b>Teacher Resources:</b></p>	<p><b>Teacher Resources:</b></p>

<p>K-4 Science Grade Level Content Expectations Companion Document  <a href="https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf">https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf</a></p> <p><i>Science Facts and Fun: Making Sense of It</i>. United Learning. 1995. Discovery Education. 8 July 2009  <a href="http://streaming.discoverededucation.com/">http://streaming.discoverededucation.com/</a></p> <p><i>Understanding Science: An Overview</i>. University of California, Berkeley. 8 July 2009  <a href="http://lundscl.berkeley.edu/article/0_0_0/intro_01">http://lundscl.berkeley.edu/article/0_0_0/intro_01</a></p> <p>Teacher information on five senses:  <a href="http://www.littlegiraffes.com/fivesenses.html">http://www.littlegiraffes.com/fivesenses.html</a></p> <p><b>Books:</b>  <i>The Five Senses</i>. Aiki, 1991.  ISBN-13: 978-0060200503  <i>My Five Senses</i>, Margaret Miller, 1998.  ISBN-13: 978-0689820090</p> <p>Dotlich, Rebecca Kai. <i>What Is Science?</i> New York: Henry Holt and Company, 2006.  Garrett, Ginger. <i>Scientists Ask Questions</i>. New York: Children's Press, 2005.  Hewitt, Sally. <i>Hear This!</i> New York: Crabtree Publishing, 2008.  <i>Look Here!</i> New York: Crabtree Publishing, 2008.  <i>Smell It!</i> New York: Crabtree Publishing, 2008.  <i>Tastes Good!</i> New York: Crabtree Publishing, 2008.  <i>Touch That!</i> New York: Crabtree Publishing, 2008.  Lehn, Barbara. <i>What Is a Scientist?</i> Minneapolis, MN: Millbrook Press, 1998.</p> <p>After reading or listening to the reading of both texts that describe the five senses, students discuss how they use their senses. They discuss how the two books are the same and how they are different.</p> <ul style="list-style-type: none"> <li>• Curriculum Crafter</li> <li>• Scotts Foresman (Vernor and Martin)</li> </ul>	<p>K-4 Science Grade Level Content Expectations Companion Document  <a href="https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf">https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf</a></p> <p><i>Falling</i>. 2006. AAAS – Science NetLinks. 11 February  <a href="http://www.sciencenetlinks.com/lessons.cfm?BenchmarkID=4&amp;DocID=158">http://www.sciencenetlinks.com/lessons.cfm?BenchmarkID=4&amp;DocID=158</a></p> <p>Making Objects Move. 2006. AAAS – Science NetLinks. 11 February 2008  <a href="http://www.sciencenetlinks.com/lessons.cfm?Grade=k-2&amp;BenchmarkID=12&amp;DocID=35">http://www.sciencenetlinks.com/lessons.cfm?Grade=k-2&amp;BenchmarkID=12&amp;DocID=35</a></p> <p><b>Books:</b>  <i>And Everyone Shouted Pull</i> By: Claire Llewellyn. 2001.  ISBN-13: 978-1404806566</p> <p><i>Move It!: Motion, Forces and You</i>. Adrienne Mason. 2005.  ISBN-13: 978-1553377597</p> <p><i>Why Can't I Jump Very High? A Book About Gravity</i> By Kamal Prasad and Aurore Simonnet. 2004.  ISBN-13: 978-0974086156</p> <p><i>Gravity Is a Mystery (Let's-Read-and-Find-Out Science 2)</i> By: Franklyn M. Branley. 2007.  ISBN-13: 978-0064452014</p> <p><i>I Fall Down</i> By: Vicki Cobb. 2004.  ISBN-13: 978-0688178420</p> <p><i>Althea. What Makes Things Move?</i> Mahwah, NJ: Troll Associates, 1991.  Canizares, Susan. <i>Make It Move!</i> New York: Scholastic, 2000.  Cobb, Vicki. <i>I Fall Down</i>. New York: HarperCollins, 2004.  Morgan, Pierr. <i>The Turnip: An Old Russian Folktale</i>. New York: Putnam, 1996.</p> <ul style="list-style-type: none"> <li>• Curriculum Crafter</li> <li>• Scotts Foresman (Vernor and Martin)</li> <li>• Foss Program and Kits (Martin)</li> </ul>
<p>Kindergarten- Science Curriculum Map</p>	

<ul style="list-style-type: none"> <li>● Foss Program and Kits (Martin)</li> <li>● BrainPop</li> <li>● SuperTeacher Worksheets</li> <li>● Teachers Pay Teachers</li> <li>● United Streaming</li> <li>● YouTube</li> <li>● Study Island</li> <li>● Reading A to Z</li> <li>● Science A to Z</li> <li>● Reading Street</li> <li>● AIMS Projects/Activities (Martin)</li> <li>● Scholastic Magazines</li> <li>● Studies Weekly</li> <li>● Promethean Planet</li> <li>● Wayne Resa- MC3 project</li> <li>● Science Weekly</li> </ul>	<ul style="list-style-type: none"> <li>● BrainPop</li> <li>● SuperTeacher Worksheets</li> <li>● Teachers Pay Teachers</li> <li>● United Streaming</li> <li>● YouTube</li> <li>● Study Island</li> <li>● Reading A to Z</li> <li>● Science A to Z</li> <li>● Reading Street</li> <li>● AIMS Projects/Activities (Martin)</li> <li>● Scholastic Magazines</li> <li>● Studies Weekly</li> <li>● Promethean Planet</li> <li>● Wayne Resa- MC3 project</li> <li>● Science Weekly</li> </ul>
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 <p><b>MILDRED C. WELLS</b> ACADEMY</p>	
<p><b>Kinder Science Curriculum Map</b></p>	
<p><b>Mid-January – Mid-March</b></p>	<p><b>Mid-March – June</b></p>
<p>Basic Needs of Living Things</p>	<p>My Earth</p>

Enduring Understandings	
<ul style="list-style-type: none"> <li>• Air, water, and soil are Earth materials that plants use to grow.</li> <li>• Living things have the basic needs of food, water, air, and space. Some living things need light.</li> <li>• Objects on Earth can be classified as living or non-living.</li> </ul>	<ul style="list-style-type: none"> <li>• Earth's materials have different properties.</li> <li>• Soil is composed of once living and never living materials.</li> <li>• The Earth is made of rocks, sand, soil, and water.</li> </ul>
Learner Outcomes	
Standards:	
<p>L.O.L.E.1 Life Requirements – Organisms have basic needs. Animals and plants need air, water, food, and space. Plants also require light. Plants and animals use food as a source of energy and as a source of building material for growth and repair.</p> <p>L.O.L.00.11 Recognize that living things have basic needs.</p> <p>L.O.L.00.12 Identify and compare living and nonliving things</p> <p>E.S.E.E.1 Earth Materials – Earth materials that occur in nature include rocks, minerals, soils, water, and the gases of the atmosphere. Some Earth materials have properties which sustain plant and animal life.</p> <p>E.S.E.00.12 Describe how earth materials contribute to plant and animal life.</p>	<p>E.S.E.E.1 Earth Materials – Earth materials that occur in nature include rocks, minerals, soils, water, and the gases of the atmosphere. Some Earth materials have properties which sustain plant and animal life.</p> <p>E.S.E.00.11 Identify Earth materials that occur in nature (rock, sand, soil, and water).</p>
Vocabulary	
<p>air</p> <p>animals</p> <p>basic needs</p> <p>dead</p> <p>Earth's materials</p> <p>energy</p> <p>food</p> <p>habitat</p> <p>light</p> <p>living things</p> <p>nonliving things</p> <p>once living</p>	<p>Air</p> <p>Clay</p> <p>Gravel</p> <p>Materials</p> <p>Particle</p> <p>Rock</p> <p>Sand</p> <p>sieve</p> <p>Soil</p> <p>Water</p>

<p>organisms plant plant growth shelter soil space sunlight survive water</p>	
<p><b>SUGGESTED RESOURCES</b></p>	
<p><b>Teacher Resources:</b></p> <p>K-4 Science Grade Level Content Expectations Companion Document <a href="https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf">https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf</a></p> <p>K-4 Science Grade Level Content Expectations Companion Document <a href="https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf">https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf</a></p> <p><b>Books:</b> <i>The Tiny Seed</i>, Eric Carle, 1987. ISBN-13: 978-1416979173</p> <p>Baines, Chris. <i>The Flower: An Ecology Story Book</i>. Northampton, MA: Crocodile Books, 1998. Doyle, Malachy. <i>Jody's Beans</i>. Cambridge, MA: Candlewick Press, 1999. Ehlert, Lois. <i>Planting a Rainbow</i>. San Diego, CA: Harcourt, 1988. Kailman, Bobbie. <i>I am a Living Thing</i>. New York: Crabtree Publishing, 2008. <i>Is It a Living Thing?</i> New York: Crabtree Publishing, 2008. <i>Living Things Need Water</i>. New York: Crabtree Publishing, 2008. <i>Plants Are Living Things</i>. New York: Crabtree Publishing, 2008.</p>	<p><b>Teacher Resources:</b></p> <p>K-4 Science Grade Level Content Expectations Companion Document <a href="https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf">https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf</a></p> <p>K-4 Science Grade Level Content Expectations Companion Document <a href="https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf">https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf</a></p> <p><b>Books:</b> <i>Everybody Needs a Rock</i>, Byrd Baylor and Peter Parnall, 1985. ISBN-13: 978-1416953975</p> <p><i>Let's Look at Rocks</i>, Jeri Cipriano and Ellen Metzger, 2004. ISBN-13: 978-0736828970</p> <p><i>Dirt: The Scoop on Soil</i>, Natalie M. Rosinsky, 2002. ISBN-13: 978-1404803312</p> <p><i>If You Find a Rock</i>, Peggy Christian and Barbara Hirsch Lembe, 2000. ISBN-13: 978-0152063542</p> <ul style="list-style-type: none"> <li>• Curriculum Crafter</li> <li>• Scotts Foresman (Vernor and Martin)</li> <li>• Foss Program and Kits (Martin)</li> <li>• BrainPop</li> <li>• SuperTeacher Worksheets</li> <li>• Teachers Pay Teachers</li> </ul>

Lionni, Leo. *Alexander and the Wind-Up Mouse*. Madison, WI: Demco Media, 1987.

Williams, Margery. *The Velveteen Rabbit*. New York: Doubleday, 1958.

- Curriculum Crafter
- Scotts Foresman (Vernor and Martin)
- Foss Program and Kits (Martin)
- BrainPop
- SuperTeacher Worksheets
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Teacher Resources:	Teacher Resources:
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## Kinder Science Curriculum Map

**Integrated and Ongoing standards throughout the school year**

S.IP.E.1 Inquiry involves generating questions, conducting investigations, and developing solutions to problems through reasoning and observation.

S.IP.00.11 Make purposeful observation of the natural world using the appropriate senses.

S.IP.00.12 Generate questions based on observations.

S.IP.00.13 Plan and conduct simple investigations.

S.IP.00.14 Manipulate simple tools (for example: hand lens, pencils, balances, non-standard objects for measurement) that aid observation and data collection.

S.IP.00.15 Make accurate measurements with appropriate (non-standard) units for the measurement tool.

S.IP.00.16 Construct simple charts from data and observations.

S.IA.E.1 Inquiry includes an analysis and presentation of findings that lead to future questions, research, and investigations.

S.IA.00.12 Share ideas about science through purposeful conversation.

S.IA.00.13 Communicate and present findings of observations.

S.IA.00.14 Develop strategies for information gathering (ask an expert, use a book, make observations, conduct simple investigations, and watch a video).

S.RS.E.1 Reflecting on knowledge is the application of scientific knowledge to new and different situations. Reflecting on knowledge requires careful analysis of evidence that guides decision making and the application of science throughout history and within society.

S.RS.00.11 Demonstrate scientific concepts through various illustrations, performances, models, exhibits, and activities.

### September-Mid November

### Mid-November – Mid-January

#### Observations with Senses

#### Motion and Position/Force and Gravity

#### Big Ideas

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Inquiry includes an analysis and presentation of findings that lead to future questions, research, and investigations.</li> <li>• Inquiry involves generating questions, conducting investigations, and developing solutions to problems through reasoning and observation.</li> <li>• Not all senses are used for all observations.</li> </ul> | <ul style="list-style-type: none"> <li>• An object's position may be described by locating the object relative to the position of other objects.</li> <li>• The description of the motion of an object depends on one's viewpoint and the position of the object.</li> <li>• All objects fall toward Earth because of the force of gravity.</li> <li>• Objects at rest only start moving when a push or pull is applied to them.</li> </ul> |
|--|---|

<ul style="list-style-type: none"> <li>• The senses aid in observation that helps us to understand our surroundings.</li> <li>• The senses are sight, sound, touch, smell, and taste.</li> </ul>	<ul style="list-style-type: none"> <li>• Pushes or pulls can change the speed or direction of moving objects.</li> <li>• The shape, size, and weight of an object can affect its motion.</li> </ul>
<p><b>Learner Outcomes</b></p>	
<p><u>Standards:</u></p>	
<p><b>S.IP.E.1</b> Inquiry involves generating questions, conducting investigations, and developing solutions to problems through reasoning and observation.</p> <p><b>S.IP.00.11</b> Make purposeful observation of the natural world using the appropriate senses.</p> <p><b>S.IP.00.12</b> Generate questions based on observations using the senses.</p> <p><b>S.IP.00.13</b> Plan and conduct simple investigations using the senses.</p> <p><b>S.IP.00.14</b> Manipulate simple tools (hand lens, balances) that aid observation and data collection.</p> <p><b>S.IP.0015</b> Make accurate measurements with appropriate (non-standard) units for the measurement tool.</p> <p><b>S.IP.00.16</b> Construct simple charts from data and observations</p> <p><b>S.IA.E.1</b> Inquiry includes an analysis and presentation of findings that lead to future questions, research, and investigations.</p> <p><b>S.IA.00.12</b> Share ideas about the senses through purposeful conversation.</p> <p><b>S.IA.00.13</b> Communicate and present findings of observations.</p> <p><b>S.IA.00.14</b> Develop strategies for information gathering (ask an expert, use a book, make observations, conduct simple investigations, and watch a video).</p> <p><b>S.RS.E.1</b> Reflecting on knowledge is the application of scientific knowledge to new and different situations. Reflecting on knowledge requires careful analysis of evidence that guides decision making and the application of science throughout history and within society.</p> <p><b>S.RS.00.11</b> Demonstrate science concepts about the senses through illustrations, performances, models, exhibits, and activities.</p>	<p><b>P.FM.E.1</b> Position – A position of an object can be described by locating the object relative to other objects or a background.</p> <p><b>P.FM.00.11</b> Describe the position of an object (above, below, in front of, behind, on) in relation to other objects around it.</p> <p><b>P.FM.00.12</b> Describe the direction of a moving object (for example: away from or closer to) from different observers' view.</p> <p><b>P.FM.E.2</b> Gravity – Earth pulls down on all objects with a force called gravity. With very few exceptions, objects fall to the ground no matter where the object is on the Earth.</p> <p><b>P.FM.00.21</b> Observe how objects fall toward the earth</p> <p><b>P.FM.E.3</b> Force – A force is either a push or a pull. The motion of objects can be changed by forces. The size of the change is related to the size of the force. The change is also related to the mass of the object on which the force is being exerted. When an object does not move in response to a force, it is because another force is being applied by the environment.</p> <p><b>P.FM.00.31</b> Demonstrate pushes and pulls on objects that can move.</p> <p><b>P.FM.00.32</b> Observe that objects initially at rest will move in the direction of the push or pull.</p> <p><b>P.FM.00.33</b> Observe how pushes and pulls can change the speed or direction of moving objects.</p> <p><b>P.FM.00.34</b> Observe how shape and mass of an object can affect motion.</p>
<p><b>Vocabulary</b></p>	
<p>binoculars</p>	<p>push</p>

<p>bitter color ears eyes feel feet food freezing hands hazardous heat light magnifying glass microscope mouth nose observation safety salty senses shape sight size skin smell sound sour sweet taste telescope tongue touch</p>	<p>pull direction speed shape size mass at rest above below in front of behind on under between on top away from closer to toward fast, faster slow, slower north south east west right left shapes: circle square triangle cone cylinder sphere weight distance observation</p>
<p><b>SUGGESTED Resources</b></p>	
<p><b>Teacher Resources:</b></p>	<p><b>Teacher Resources:</b></p>

<p>K-4 Science Grade Level Content Expectations Companion Document  <a href="https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf">https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf</a></p> <p><i>Science Facts and Fun: Making Sense of It.</i> United Learning, 1995. Discovery Education. 8 July 2009  <a href="http://streaming.discoveryeducation.com/">http://streaming.discoveryeducation.com/</a></p> <p><i>Understanding Science: An Overview.</i> University of California, Berkeley. 8 July 2009  <a href="http://lundsoci.berkeley.edu/article/0_0/intro_01">http://lundsoci.berkeley.edu/article/0_0/intro_01</a></p> <p>Teacher information on five senses:  <a href="http://www.littlegiraffes.com/fivesenses.html">Little Giraffes http://www.littlegiraffes.com/fivesenses.html</a></p> <p><b>Books:</b>  <i>The Five Senses.</i> Ailki, 1991.  ISBN-13: 978-0060200503  <i>My Five Senses.</i> Margaret Miller, 1998.  ISBN-13: 978-0689820090</p> <p>Dotlich, Rebecca Kai. <i>What Is Science?</i> New York: Henry Holt and Company, 2006.  Garrett, Ginger. <i>Scientists Ask Questions.</i> New York: Children's Press, 2005.  Hewitt, Sally. <i>Hear This!</i> New York: Crabtree Publishing, 2008.  <i>Look Here!</i> New York: Crabtree Publishing, 2008.  <i>Smell It!</i> New York: Crabtree Publishing, 2008.  <i>Tastes Good!</i> New York: Crabtree Publishing, 2008.  <i>Touch That!</i> New York: Crabtree Publishing, 2008.  Lehn, Barbara. <i>What Is a Scientist?</i> Minneapolis, MN: Millbrook Press, 1998.</p> <p>After reading or listening to the reading of both texts that describe the five senses, students discuss how they use their senses. They discuss how the two books are the same and how they are different.</p> <ul style="list-style-type: none"> <li>• Curriculum Crafter</li> <li>• Scotts Foresman (Vernor and Martin)</li> </ul>	<p>K-4 Science Grade Level Content Expectations Companion Document  <a href="https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf">https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf</a></p> <p><i>Falling.</i> 2006. AAAS – Science NetLinks. 11 February  <a href="http://www.sciencenetlinks.com/lessons.cfm?BenchmarkID=4&amp;DocID=158">http://www.sciencenetlinks.com/lessons.cfm?BenchmarkID=4&amp;DocID=158</a></p> <p>Making Objects Move. 2006. AAAS – Science NetLinks. 11 February 2008  <a href="http://www.sciencenetlinks.com/lessons.cfm?Grade=k-2&amp;BenchmarkID=12&amp;DocID=35">http://www.sciencenetlinks.com/lessons.cfm?Grade=k-2&amp;BenchmarkID=12&amp;DocID=35</a></p> <p><b>Books:</b>  <i>And Everyone Shouted Pull</i> By: Claire Llewellyn. 2001.  ISBN-13: 978-1404806566</p> <p><i>Move It! Motion, Forces and You.</i> Adrienne Mason. 2005.  ISBN-13: 978-1553377597</p> <p><i>Why Can't I Jump Very High? A Book About Gravity</i> By Kamal Prasad and Aurore Simonnet. 2004.  ISBN-13: 978-0974086156</p> <p><i>Gravity Is a Mystery (Let's-Read-and-Find-Out Science 2)</i> By: Franklyn M. Branley. 2007.  ISBN-13: 978-00644452014</p> <p><i>I Fall Down</i> By: Vicki Cobb. 2004.  ISBN-13: 978-0688178420</p> <p>Althea. <i>What Makes Things Move?</i> Mahwah, NJ: Troll Associates, 1991.  Canizares, Susan. <i>Make It Move!</i> New York: Scholastic, 2000.  Cobb, Vicki. <i>I Fall Down.</i> New York: HarperCollins, 2004.  Morgan, Pierr. <i>The Turnip: An Old Russian Folktale.</i> New York: Putnam, 1996.</p> <ul style="list-style-type: none"> <li>• Curriculum Crafter</li> <li>• Scotts Foresman (Vernor and Martin)</li> <li>• Foss Program and Kits (Martin)</li> </ul>
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 <p><b>MILDRED C. WELLS</b></p> <p><b>Kinder Science Curriculum Map</b></p>	
<p><b>Mid-January – Mid-March</b></p>	<p><b>Mid-March – June</b></p>
<p><b>Basic Needs of Living Things</b></p>	<p><b>My Earth</b></p>
<p>Enduring Understandings</p>	

<ul style="list-style-type: none"> <li>• Air, water, and soil are Earth materials that plants use to grow.</li> <li>• Living things have the basic needs of food, water, air, and space. Some living things need light.</li> <li>• Objects on Earth can be classified as living or non-living.</li> </ul>	<ul style="list-style-type: none"> <li>• Earth's materials have different properties.</li> <li>• Soil is composed of once living and never living materials.</li> <li>• The Earth is made of rocks, sand, soil, and water.</li> </ul>
<p><b>Learner Outcomes</b></p>	
<p><u>Standards:</u></p> <p><b>L.O.L.E.1 Life Requirements – Organisms have basic needs. Animals and plants need air, water, food, and space. Plants also require light. Plants and animals use food as a source of energy and as a source of building material for growth and repair.</b></p> <p><b>L.O.L.00.11</b> Recognize that living things have basic needs.</p> <p><b>L.O.L.00.12</b> Identify and compare living and nonliving things</p> <p><b>E.S.E.E.1 Earth Materials – Earth materials that occur in nature include rocks, minerals, soils, water, and the gases of the atmosphere. Some Earth materials have properties which sustain plant and animal life.</b></p> <p><b>E.S.E.00.12</b> Describe how earth materials contribute to plant and animal life.</p>	
<p><b>Vocabulary</b></p>	
<p>air animals basic needs dead Earth's materials energy food habitat light living things nonliving things once living organisms</p>	<p>Air Clay Gravel Materials Particle Rock Sand sieve Soil Water</p>

<p>plant plant growth shelter soil space sunlight survive water</p>	
<b>SUGGESTED RESOURCES</b>	
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<p><u>Teacher Resources:</u></p> <p>K-4 Science Grade Level Content Expectations Companion Document  <a href="https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf">https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf</a></p> <p>K-4 Science Grade Level Content Expectations Companion Document  <a href="https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf">https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf</a></p> <p><u>Books:</u></p> <p>The Tiny Seed, Eric Carle, 1987.          ISBN-13: 978-1416979173</p> <p>Baines, Chris. <i>The Flower: An Ecology Story Book</i>. Northampton, MA: Crocodile Books, 1998.</p> <p>Doyle, Malachy. <i>Jody's Beans</i>. Cambridge, MA: Candlewick Press, 1999.</p> <p>Ehlert, Lois. <i>Planting a Rainbow</i>. San Diego, CA: Harcourt, 1988.</p> <p>Kalman, Bobbie. <i>I am a Living Thing</i>. New York: Crabtree Publishing, 2008.</p> <p><i>Is It a Living Thing?</i> New York: Crabtree Publishing, 2008.</p> <p><i>Living Things Need Water</i>. New York: Crabtree Publishing, 2008.</p> <p><i>Plants Are Living Things</i>. New York: Crabtree Publishing, 2008.</p> <p>Lionni, Leo. <i>Alexander and the Wind-Up Mouse</i>. Madison, WI: Demco Media, 1987.</p> <p>Williams, Margery. <i>The Velveteen Rabbit</i>. New York: Doubleday, 1958.</p> <ul style="list-style-type: none"> <li>• Curriculum Crafter</li> <li>• Scotts Foresman (Vernor and Martin)</li> <li>• Foss Program and Kits (Martin)</li> <li>• BrainPop</li> <li>• SuperTeacher Worksheets</li> <li>• Teachers Pay Teachers</li> </ul>	<p><u>Teacher Resources:</u></p> <p>K-4 Science Grade Level Content Expectations Companion Document  <a href="https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf">https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf</a></p> <p>K-4 Science Grade Level Content Expectations Companion Document  <a href="https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf">https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf</a></p> <p><u>Books:</u></p> <p><i>Everybody Needs a Rock</i>, Byrd Baylor and Peter Parnall, 1985.          ISBN-13: 978-1416953975</p> <p><i>Let's Look at Rocks</i> Jeri Cipriano and Ellen Metzger, 2004.          ISBN-13: 978-0736828970</p> <p><i>Dirt: The Scoop on Soil</i>, Natalie M. Rosinsky, 2002.          ISBN-13: 978-1404803312</p> <p><i>If You Find a Rock</i>, Peggy Christian and Barbara Hirsch Lembe, 2000.          ISBN-13: 978-0152063542</p> <ul style="list-style-type: none"> <li>• Curriculum Crafter</li> <li>• Scotts Foresman (Vernor and Martin)</li> <li>• Foss Program and Kits (Martin)</li> <li>• BrainPop</li> <li>• SuperTeacher Worksheets</li> <li>• Teachers Pay Teachers</li> <li>• United Streaming</li> <li>• YouTube</li> <li>• Study Island</li> <li>• Reading A to Z</li> <li>• Science A to Z</li> <li>• Reading Street</li> <li>• AIMS Projects/Activities (Martin)</li> <li>• Scholastic Magazines</li> <li>• Studies Weekly</li> <li>• Promethean Planet</li> </ul>
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<ul style="list-style-type: none"><li>• United Streaming</li><li>• YouTube</li><li>• Study Island</li><li>• Reading A to Z</li><li>• Science A to Z</li><li>• Reading Street</li><li>• AIMS Projects/Activities (Martin)</li><li>• Scholastic Magazines</li><li>• Studies Weekly</li><li>• Promethean Planet</li><li>• Wayne Resa- MC3 project</li><li>• Science Weekly</li></ul>	<ul style="list-style-type: none"><li>• Wayne Resa- MC3 project</li><li>• Science Weekly</li></ul>
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## First Grade Science Curriculum Map

Integrated and Ongoing standards throughout the school year

S.IP.E.1 Inquiry involves generating questions, conducting investigations, and developing solutions to problems through reasoning and observation.

S.IP.01.11 Make purposeful observation of the natural world using the appropriate senses.

S.IP.01.12 Generate questions based on observations.

S.IP.01.13 Plan and conduct simple investigations.

S.IP.01.14 Manipulate simple tools (for example: hand lens, pencils, balances, non-standard objects for measurement) that aid observation and data collection.

S.IP.01.15 Make accurate measurements with appropriate (non-standard) units for the measurement tool.

S.IP.01.16 Construct simple charts from data and observations.

S.JA.E.1 Inquiry includes an analysis and presentation of findings that lead to future questions, research, and investigations.

S.JA.01.12 Share ideas about science through purposeful conversation.

S.JA.01.13 Communicate and present findings of observations.

S.JA.01.14 Develop strategies for information gathering (ask an expert, use a book, make observations, conduct simple investigations, and watch a video).

S.RS.E.1 Reflecting on knowledge is the application of scientific knowledge to new and different situations. Reflecting on knowledge requires careful analysis of evidence that guides decision making and the application of science throughout history and within society.

S.RS.01.11 Demonstrate scientific concepts through various illustrations; performances, models, exhibits, and activities.

S.RS.01.12 Recognize that science investigations are done more than one time.

September – October	November-January
<b>Weather</b>	<b>Animal Life</b>
<p style="text-align: center;"><b>Big Ideas</b></p> <ul style="list-style-type: none"> <li>• In Michigan, the seasons are summer, autumn, winter, and spring.</li> <li>• Plants need sunlight and warmth to grow.</li> <li>• Severe weather can be dangerous and precautions must be taken to stay safe.</li> <li>• The Sun warms the land, air, and water, affecting the weather.</li> <li>• Tools used to measure temperature, precipitation, cloud cover, wind.</li> <li>• Weather changes daily and seasonally.</li> </ul>	<p style="text-align: center;"><b>Big Ideas</b></p> <ul style="list-style-type: none"> <li>• Animals have basic needs, including food, water, air, and a place to live.</li> <li>• Different animals have different life cycles.</li> <li>• Earth materials such as air and water help animals grow and to stay alive.</li> </ul>

<ul style="list-style-type: none"> <li>Weather is described by determining temperature cloud cover precipitation and wind.</li> </ul>	
<p><b>Learner Outcomes</b></p>	
<p><u>Standards:</u></p>	
<p><u>E.E.S.E.2 Weather – Weather changes from day to day and over the seasons.</u></p> <p>E.E.S.01.21 Compare daily changes in the weather related to temperature (cold, hot, warm, cool); cloud cover (clear, cloudy, partly cloudy, foggy) precipitation (rain, snow, hail, freezing rain); wind (breezy, windy, calm).</p> <p>E.E.S.01.22 Describe and compare weather related to the four seasons in terms of temperature, cloud cover, precipitation, and wind.</p> <p>E.E.S.01.23 Describe severe weather characteristics.</p> <p>E.E.S.01.24 Describe precautions that should be taken for human safety during severe weather conditions (thunder and lightning, tornadoes, strong winds, heavy precipitation).</p> <p>E.E.S.E.3 Weather Measurement – Scientists use tools for observing, recording, and predicting weather changes.</p> <p>E.E.S.01.31 Identify the tools that might be used to measure temperature, precipitation, cloud cover and wind.</p> <p>E.E.S.01.32 Observe and collect data of weather conditions over a period of time.</p>	<p>L.O.L.E.1 Life Requirements – Organisms have basic needs. Animals and plants need air, water, and food. Plants also require light. Plants and animals use food as a source of energy and as a source of building material for growth and repair.</p> <p>L.O.L.01.13 Identify the needs of animals.</p> <p>L.O.L.E.2 Life Cycles – Plants and animals have life cycles. Both plants and animals begin life and develop into adults, reproduce, and eventually die. The details of this life cycle are different for different organisms.</p> <p>L.O.L.01.21 Describe the life cycle of animals including the following stages: egg, young, adult; egg, larva, pupa, adult.</p> <p>L.H.E.E.1 Observable Characteristics – Plants and animals share many, but not all, characteristics of their parents.</p> <p>L.H.E.01.11 Identify characteristics (for example: body coverings, beak shape, number of legs, body parts) that are passed on from parents to young.</p> <p>L.H.E.01.12 Classify young animals based on characteristics that are passed on from parents (for example: dogs/puppies, cats/kittens, cows/calves, chicken/chicks).</p>
<p><b>Vocabulary</b></p>	
<ul style="list-style-type: none"> <li>temperature</li> <li>cold</li> <li>warm</li> <li>hot</li> <li>cool</li> <li>weather conditions</li> <li>daily weather pattern</li> <li>cloud</li> <li>clear-sunny</li> <li>cloudy</li> <li>partly cloudy</li> </ul>	<ul style="list-style-type: none"> <li>needs of animals</li> <li>life cycle</li> <li>egg</li> <li>young</li> <li>adult</li> <li>larva</li> <li>pupa</li> <li>characteristics</li> <li>parents</li> <li>air</li> <li>water</li> </ul>

<ul style="list-style-type: none"> <li>• foggy</li> <li>• precipitation</li> <li>• rain</li> <li>• snow</li> <li>• hail</li> <li>• freezing rain</li> <li>• rain gauge</li> <li>• wind sock</li> <li>• wind vane</li> <li>• breezy</li> <li>• windy</li> <li>• calm</li> <li>• solar</li> <li>• percentage</li> <li>• centimeters</li> <li>• inches</li> <li>• north</li> <li>• south</li> <li>• east</li> <li>• west</li> <li>• Celsius</li> <li>• Fahrenheit</li> <li>• Severe weather</li> <li>• Thunderstorm</li> <li>• Lightning</li> <li>• Tornadoes</li> <li>• Blizzards</li> <li>• Breezy</li> <li>• Wind</li> <li>• Strong winds</li> <li>• Safety</li> <li>• Cloud cover</li> <li>• Sunny</li> <li>• Precautions</li> </ul>	<ul style="list-style-type: none"> <li>• food</li> <li>• beak shape</li> <li>• body coverings: fur</li> <li>• feathers</li> <li>• skin</li> <li>• hair</li> <li>• scales</li> <li>• inherited</li> <li>• metamorphosis</li> <li>• insects</li> <li>• butterfly</li> <li>• moth</li> <li>• chrysalis</li> <li>• cocoon</li> <li>• eye color</li> <li>• animal features</li> <li>• basic needs</li> <li>• behavior patterns</li> <li>• death</li> <li>• growth</li> <li>• habitat</li> <li>• human beings</li> <li>• individual differences</li> <li>• living</li> <li>• non-living</li> <li>• organism</li> <li>• plant growth</li> <li>• prediction</li> </ul>
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<p><b>SUGGESTED RESOURCES</b></p>	
<p><b>Teacher Resources:</b>          K-4 Science Grade Level Content Expectations Companion Document  <a href="https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf">https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf</a></p>	<p><b>Teacher Resources:</b>          K-4 Science Grade Level Content Expectations Companion Document  <a href="https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf">https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf</a></p>

Weather: Changes and Measurement. 100% Educational Videos. 1999. Discovery Education. 6 July 2009  
<http://streaming.discoveryeducation.com/>

Books:

Air is All Around You. Franklyn M. Branley. 2006.

ISBN-13: 978-0060594152

The Wind Blew. Pat Hutchins. 1993.

ISBN-13: 978-0689717444

Activity: Take the class outside to make weather observations using their senses. Engage the students in a talk about what the weather is like today, and what it was like yesterday. Ask them how scientists know what the weather will be like tomorrow.

Thunder Cake. Patricia Polacco. 1990.

ISBN-13: 978-0698115811

Engage students in a discussion about seasons, the appropriate clothing, and activities they can do during each season.

Weather safety quizzes, tornadoes, thunderstorms and blizzards  
<http://tinyurl.com/azsh5e>

- Curriculum Crafter
- Scotts Foresman (Vernor and Martin)
- Foss Program and Kits (Martin)
- BrainPop
- SuperTeacher Worksheets
- Teachers Pay Teachers
- United Streaming
- YouTube
- Study Island
- Reading A to Z
- Science A to Z
- Reading Street
- AIMS Projects/Activities (Martin)
- Scholastic Magazines
- Studies Weekly
- Promethean Planet
- Wayne Resa- MC3 project
- Science Weekly

Animal Life Cycles. 100% Educational Videos. 2002. Discovery Education. 1 July 2009  
<http://streaming.discoveryeducation.com/>

Books:

Under One Rock: Bugs, Slugs and other Ughs. Anthony Fredericks.

2001. ISBN-13: 978-1584690276

An Earthworm's Life. John Himmelman. 2000.

ISBN-13: 978-0516265353

(You can also find other animals in the series: dandelion, house spider, hummingbird, ladybug, slug, wood frog, etc...)

In the Woods: Who's Been Here? Lindsay Barrett George. 1995.

ISBN-13: 978-0688161637

Whose Baby is This? Wayne Lynch. 2000.

ISBN-13: 978-1552850640

Carle, Eric. Does a Kangaroo Have a Mother Too? New York: HarperCollins. 2000.

- Curriculum Crafter
- Scotts Foresman (Vernor and Martin)
- Foss Program and Kits (Martin)
- BrainPop
- SuperTeacher Worksheets
- Teachers Pay Teachers
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## First Grade Science Curriculum Map

### February – March

Sun warms the Earth

- Plants need sunlight and warmth to grow.
- The Sun warms the land, air, and water, affecting the weather.
- Tools used to measure temperature, precipitation, cloud cover, wind.

### April – June

Sorting by Properties

**Big Ideas**

- A solid keeps its own shape, while a liquid takes the shape of its container.
- All objects and substances have physical properties that can be measured.
- Magnets can push and pull.
- Water exists as a solid (ice) and as a liquid (water)

**Learner Outcomes**

Standards:

E.E.S.E.1 Solar Energy – The sun warms the land, air and water and helps plants grow.  
E.E.S.01.11 Identify the sun as the most important source of heat which warms the land, air, and water of the Earth.  
E.E.S.01.12 Demonstrate the importance of sunlight and warmth in plant growth.

E.S.E.1 Earth Materials – Earth materials that occur in nature include rocks, minerals, soils, water, and the gases of the atmosphere. Some Earth materials have properties which sustain plant and animal life.

E.S.E.01.12 Describe how Earth materials contribute to the growth of plant and animal life

Standards:

P.P.M.E.1 Physical Properties – All objects and substances have physical properties that can be measured.  
P.P.M.01.11 Demonstrate the ability to sort objects according to observable attributes such as color, shape, size, sinking or floating.  
P.P.M.E.2 States of Matter – Matter exists in several different states: solids, liquids and gases. Each state of matter has unique physical properties. Gases are easily compressed but liquids and solids do not compress easily. Solids have their own particular shapes, but liquids and gases take the shape of the container.  
P.P.M.01.21 Demonstrate that water as a solid keeps its own shape (ice).  
P.P.M.01.22 Demonstrate that water as a liquid takes on the shape of various containers.

P.P.M.E.3 Magnets – Magnets can repel or attract other magnets. Magnets can also attract magnetic objects. Magnets can attract and repel at a distance.  
P.P.M.01.31 Identify materials that are attracted by magnets.

	<p><b>P.PM.01.32</b> Observe that like poles of a magnet repel and unlike poles of a magnet attract.</p>
<p><b>Vocabulary</b></p>	
<ul style="list-style-type: none"> <li>• seasons</li> <li>• Summer</li> <li>• Fall</li> <li>• Winter</li> <li>• Spring</li> <li>• temperature</li> <li>• cool</li> <li>• warm</li> <li>• hot</li> <li>• cold</li> <li>• cloud cover</li> <li>• precipitation</li> <li>• rain snow sunny</li> <li>• precautions</li> <li>• solar</li> <li>• source of heat</li> <li>• observations</li> <li>• Celsius</li> <li>• Fahrenheit</li> <li>• air</li> <li>• space</li> <li>• sunlight</li> </ul>	<ul style="list-style-type: none"> <li>• floating</li> <li>• investigations</li> <li>• observe</li> <li>• sinking</li> <li>• sort</li> <li>• properties</li> <li>• air</li> <li>• gas</li> <li>• liquid</li> <li>• solid</li> <li>• states of matter</li> <li>• attract</li> <li>• energy</li> <li>• force</li> <li>• magnet</li> <li>• poles</li> <li>• pull</li> <li>• push</li> <li>• repel</li> <li>• large</li> <li>• small</li> <li>• medium</li> <li>• circle</li> <li>• round</li> <li>• square</li> <li>• rectangle</li> <li>• oval</li> <li>• triangle</li> <li>• diamond</li> <li>• cylinder</li> </ul>
<p><b>SUGGESTED RESOURCES</b></p>	
<p><u>Teacher Resources:</u></p> <p>K-4 Science Grade Level Content Expectations Companion Document</p>	<p><u>Teacher Resources:</u></p> <p>K-4 Science Grade Level Content Expectations Companion Document</p>

[https://www.michigan.gov/documents/mde/K-4\\_Science\\_GLCE\\_Compaction\\_Document\\_v.1.09\\_2\\_264479\\_7.pdf](https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Compaction_Document_v.1.09_2_264479_7.pdf)

**Books:**

The Season's of Arnold's Apple Tree Gail Gibbons, 1988.  
ISBN-13: 978-0152712457

Red Leaf, Yellow Leaf, Lois Ehlert, 1991.  
ISBN-13: 978-0152661977

- Curriculum Crafter
- Scotts Foresman (Vernor and Martin)
- Foss Program and Kits (Martin)
- BrainPop
- SuperTeacher Worksheets
- Teachers Pay Teachers
- United Streaming
- YouTube
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**Books:**

How Many Snails? Paul Giganti and Donald Crews, 1994.  
ISBN-13: 978-0688136390

It Could Still Be Water, Allan Fowler, 1993.  
ISBN-13: 978-0516460031

Magnets: Pulling Together, Pushing Apart, Natalie Rosinsky, 2004.  
ISBN-13: 978-1404803336

What Magnets Can Do, Allan Fowler, 1995. ISBN-13: 978-0516460345

[www.coolmagnetman.com](http://www.coolmagnetman.com)

Use as a teacher resource to get ideas, website not set up for students.

- Curriculum Crafter
- Scotts Foresman (Vernor and Martin)
- Foss Program and Kits (Martin)
- BrainPop
- SuperTeacher Worksheets
- Teachers Pay Teachers
- United Streaming
- YouTube
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## 2nd Grade Science Curriculum Map

**Integrated and Ongoing standards throughout the school year**

S.IP.E.1 Inquiry involves generating questions, conducting investigations, and developing solutions to problems through reasoning and observation.

S.IP.02.11 Make purposeful observation of the natural world using the appropriate senses.

S.IP.02.12 Generate questions based on observations.

S.IP.02.13 Plan and conduct simple investigations.

S.IP.02.14 Manipulate simple tools (ruler, meter stick, measuring cups, hand lens, thermometer, balance) that aid observation and data collection.

S.IP.02.15 Make accurate measurements with appropriate units (meter, centimeter) for the measurement tool.

S.IP.02.16 Construct simple charts and graphs from data and observations.

S.IA.E.1 Inquiry includes and analyses and presentation of findings that lead to future questions, research, and investigations.

S.IA.02.12 share ideas about science through purposeful conversations.

S.IA.02.13 Communicate and present findings of observations.

S.IA.02.14 Develop strategies and skills for information gathering and problem solving (books, internet, ask an expert, observation, investigation, technology tools.)

S.RS.E.1 Reflecting on knowledge is the application of scientific knowledge to new and different situations. Reflecting on knowledge requires careful analysis of evidence that guides decision-making and the application of science throughout history and within society.

S.RS.02.11 Demonstrate scientific concepts through various illustrations, performances, models, exhibits, and activities.

S.RS.02.13 Recognize that when a science investigation is done the way it was done before, similar results are expected.

S.RS.02.15 Use evidence when communicating scientific ideas.

S.RS.02.16 Identify technology used in everyday life.

September – October	November – Mid-January
<b>Plant Life &amp; Heredity</b>	<b>Earth's Surface Features</b>
<b>Big Ideas</b>	
<ul style="list-style-type: none"> <li>• Plants have characteristics that are passed from the parent plant.</li> <li>• Plants need air, water, soil and light to grow and live.</li> <li>• The life stages of flowering plants are seed, plant, flower, and fruit.</li> </ul>	<ul style="list-style-type: none"> <li>• Different landforms have different characteristics.</li> <li>• Different types of bodies of water have different characteristics.</li> <li>• The Earth has many types of bodies of water and types of landforms.</li> <li>• Water moves in predictable patterns.</li> </ul>
<b>Learner Outcomes</b>	

<p><u>Standards:</u></p> <p>L.O.L.E.1 Life Requirements –Organisms have basic needs. Animals and plants need air, water, and food. Plants also require light. Plants and animals use food as a source of energy and as a source of building material for growth and repair.</p> <p>L.O.L.02.14 Identify the needs of plants.</p> <p>L.O.L.E.2 Life Cycles –Plants and animals have life cycles. Both plants and animals begin life and develop into adults, reproduce, and eventually die. The details of this life cycle are different for different organisms.</p> <p>L.O.L.02.22 Describe the life cycle of familiar flowering plants including the following stages: seed, plant, flower, and fruit.</p> <p>L.HE.E.1 Observable Characteristics – Plants and animals share many, but not all, characteristics of their parents.</p> <p>L.HE.02.13 Identify characteristics of plants (for example: leaf shape, flower type, color, size) that are passed on from parents to young.</p>	<p><u>Standards:</u></p> <p>E.SE.E.2 Surface Changes – The surface of Earth changes. Some changes are due to slow processes, such as erosion and weathering, and some changes are due to rapid processes, such as landslides, volcanic eruptions, and earthquakes.</p> <p>E.SE.02.21 Describe the major landforms of the surface of the Earth (mountains, plains, plateaus, valleys, hills).</p> <p>E.FE.E.2 Water Movement –Water moves in predictable patterns.</p> <p>E.FE.02.21 Describe how rain collects on the surface of the Earth and flows downhill into bodies of water (streams, rivers, lakes, oceans) or into the ground.</p> <p>E.FE.02.22 Describe the major bodies of water on the Earth’s surface (lakes, ponds, oceans, rivers, streams).</p>
<p><b>Vocabulary</b></p>	
<ul style="list-style-type: none"> <li>• air</li> <li>• basic needs</li> <li>• characteristics</li> <li>• color</li> <li>• energy</li> <li>• flower</li> <li>• flower type</li> <li>• flowering plants</li> <li>• food</li> <li>• food storage</li> <li>• fruit</li> <li>• growth</li> <li>• leaves</li> <li>• life cycle</li> <li>• light</li> <li>• living things</li> <li>• makes its own food</li> <li>• needs of plants</li> </ul>	<ul style="list-style-type: none"> <li>• plateau</li> <li>• valley</li> <li>• hill</li> <li>• mountain</li> <li>• plain</li> <li>• impervious</li> <li>• porous</li> <li>• flow</li> <li>• gravity</li> <li>• flat</li> <li>• high</li> <li>• low</li> <li>• lake</li> <li>• pond</li> <li>• river</li> <li>• stream</li> <li>• ocean</li> <li>• downhill</li> </ul>

<ul style="list-style-type: none"> <li>• nonliving things</li> <li>• nutrients</li> <li>• organisms</li> <li>• parent</li> <li>• plant</li> <li>• plant growth</li> <li>• roots</li> <li>• seed</li> <li>• size</li> <li>• soil</li> <li>• space</li> <li>• stems</li> <li>• sunlight</li> <li>• support</li> <li>• survive</li> <li>• water</li> <li>• young</li> </ul>	<ul style="list-style-type: none"> <li>• soak</li> <li>• fast</li> <li>• slow</li> </ul>
<p><b>SUGGESTED RESOURCES</b></p>	
<p><b>Teacher Resources:</b></p> <p>K-4 Science Grade Level Content Expectations Companion Document  <a href="https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf">https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf</a></p> <p>Plant Life Cycle PowerPoint  <a href="http://tinyurl.com/5orofu">http://tinyurl.com/5orofu</a></p> <p>Plant Life Cycle Sequencing Cards  <a href="http://tinyurl.com/6jbxpp">http://tinyurl.com/6jbxpp</a></p> <p>The Great Plant Escape  <a href="http://tinyurl.com/64moar">http://tinyurl.com/64moar</a></p> <p>Plant Explorer  <a href="http://tinyurl.com/6r4qyv">http://tinyurl.com/6r4qyv</a></p> <p>Pumpkin Circle: The story of a Garden George Levenson, 1999.          ISBN-13: 978-1582460789</p> <p>Share multiple examples of passed on characteristics and life cycles with the students.</p>	<p><b>Teacher Resources:</b></p> <p>K-4 Science Grade Level Content Expectations Companion Document  <a href="https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf">https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf</a></p> <p>Landform Resources for teachers  <a href="http://tinyurl.com/6bo4qw">http://tinyurl.com/6bo4qw</a></p> <p>Erosion Lesson Plan  <a href="http://tinyurl.com/5ramr2">http://tinyurl.com/5ramr2</a></p> <p>Water Facts and Games  <a href="http://tinyurl.com/62kucn">http://tinyurl.com/62kucn</a></p> <p><b>Books:</b></p> <p>Where The River Begins, Thomas Locker, 1993.          ISBN-13: 978-0140545951</p> <p>Hills, Christine Webster, 2005.          ISBN-13: 978-0736861458</p> <p>Mountains, Christine Webster, 2005.          ISBN-13: 978-0736861472</p> <p>Plains, Christine Webster, 2005.</p>

<ul style="list-style-type: none"> <li>• Curriculum Crafter</li> <li>• Scotts Foresman (Vernor and Martin)</li> <li>• Foss Program and Kits (Martin)</li> <li>• BrainPop</li> <li>• SuperTeacher Worksheets</li> <li>• Teachers Pay Teachers</li> <li>• United Streaming</li> <li>• YouTube</li> <li>• Study Island</li> <li>• Reading A to Z</li> <li>• Science A to Z</li> <li>• Reading Street</li> <li>• AIMS Projects/Activities (Martin)</li> <li>• Scholastic Magazines</li> <li>• Studies Weekly</li> <li>• Promethean Planet</li> <li>• Wayne Resa- MC3 project</li> <li>• Science Weekly</li> </ul>	<p>ISBN-13: 978-0736861489</p> <p><u>Valleys, Christine Webster, 2005.</u></p> <p>ISBN-13: 978-0736861496</p> <ul style="list-style-type: none"> <li>• Curriculum Crafter</li> <li>• Scotts Foresman (Vernor and Martin)</li> <li>• Foss Program and Kits (Martin)</li> <li>• BrainPop</li> <li>• SuperTeacher Worksheets</li> <li>• Teachers Pay Teachers</li> <li>• United Streaming</li> <li>• YouTube</li> <li>• Study Island</li> <li>• Reading A to Z</li> <li>• Science A to Z</li> <li>• Reading Street</li> <li>• AIMS Projects/Activities (Martin)</li> <li>• Scholastic Magazines</li> <li>• Studies Weekly</li> <li>• Promethean Planet</li> <li>• Wayne Resa- MC3 project</li> <li>• Science Weekly</li> </ul>
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### 2nd Grade Science Curriculum Map

<p style="text-align: center;"><b>Mid January– March</b></p> <p style="text-align: center;"><b>Uses and Properties of Water</b></p>	<p style="text-align: center;"><b>April-June</b></p> <p style="text-align: center;"><b>Measurement of Properties</b></p>
<p><b>Big Ideas</b></p>	
<ul style="list-style-type: none"> <li>• A solid keeps its own shape, while a liquid takes the shape of its container.</li> <li>• Water can come from a variety of sources and variety of uses.</li> </ul>	<ul style="list-style-type: none"> <li>• All objects and substances have physical properties that can be measured.</li> <li>• Substances may be classified as single substances or mixtures.</li> </ul>

<ul style="list-style-type: none"> <li>Water exists as a solid (ice) and as a liquid (water).</li> </ul>	<p><b>Learner Outcomes</b></p>
<p><u>Standards:</u></p> <p><b>E.FE.E.1</b> Water is a natural resource and is found under the ground, on the surface of the earth, and in the sky. It exists in three states (liquid, solid, gas) and can go back and forth from one form to another.</p> <p><b>E.FE.E.11</b> Identify water sources (wells, springs, lakes, rivers, oceans).</p> <p><b>E.FE.E.12</b> Identify household uses of water (drinking, cleaning, food preparation).</p> <p><b>E.FE.E.13</b> Describe the properties of water as a liquid (visible, flowing, shape of container) and recognize rain, dew, and fog as water in its liquid state.</p> <p><b>E.FE.E.14</b> Describe the properties of water as a solid (hard, visible, frozen, cold) and recognize ice, snow, and hail as water in its solid state.</p>	<p><u>Standards:</u></p> <p><b>P.PM.E.1</b> Physical Properties –All objects and substances have physical properties that can be measured.</p> <p><b>P.PM.E.12</b> Describe objects and substances according to their properties (color, size, shape, texture, hardness, liquid or solid, sinking or floating).</p> <p><b>P.PM.E.13</b> Measure the length of objects using rulers (centimeters) and meter sticks (meters).</p> <p><b>P.PM.E.14</b> Measure the volume of objects using common measuring tools (graduated measuring cups, measuring spoons, graduated cylinders, and beakers).</p> <p><b>P.PM.E.15</b> Compare objects using balances.</p> <p><b>P.PM.E.4</b> Material Composition – Some objects are composed of a single substance, while other objects are composed of more than one substance.</p> <p><b>P.PM.E.41</b> Recognize that some objects are composed of a single substance (water, sugar, salt) and others are composed of more than one substance (salt and pepper, mixed dry beans).</p>
<p><b>Vocabulary</b></p>	
<ul style="list-style-type: none"> <li>Fresh water</li> <li>Salt water</li> <li>Flow</li> <li>Food preparation</li> <li>Well</li> <li>Spring</li> <li>Lake</li> <li>River</li> <li>Ocean</li> <li>Properties/property</li> <li>Describe</li> <li>Identify</li> <li>Source</li> <li>Hard</li> <li>Visible</li> <li>Frozen</li> </ul>	<ul style="list-style-type: none"> <li>balance</li> <li>beaker</li> <li>chart</li> <li>classify</li> <li>centimeter</li> <li>color</li> <li>compare</li> <li>data</li> <li>firm</li> <li>float</li> <li>graduated cylinder</li> <li>hardness</li> <li>length</li> <li>liquid</li> <li>liters</li> <li>mass</li> <li>measuring cup</li> <li>measuring spoon</li> </ul>

<ul style="list-style-type: none"><li>• Icy</li><li>• Ice</li><li>• Snow</li><li>• Hail</li><li>• Visible</li><li>• Flowing</li><li>• Shape of container</li><li>• Rain</li><li>• Dew</li><li>• Fog</li><li>• Solid</li><li>• Liquid</li><li>• Household uses</li><li>• Natural resource</li><li>• States of matter</li></ul>	<ul style="list-style-type: none"><li>• meter</li><li>• meter stick</li><li>• milliliters</li><li>• mixture</li><li>• observations</li><li>• properties</li><li>• rigid</li><li>• rough</li><li>• ruler</li><li>• shape</li><li>• single substance</li><li>• sink</li><li>• size</li><li>• smell</li><li>• smooth</li><li>• solid</li><li>• strong</li><li>• texture</li><li>• tool</li><li>• volume</li><li>• weight</li></ul>
<b>SUGGESTED RESOURCES</b>	

Teacher Resources:

K-4 Science Grade Level Content Expectations Companion Document

[https://www.michigan.gov/documents/mde/K-4\\_Science\\_GLCE\\_Companion\\_Document\\_v.1.09\\_2\\_264479\\_7.pdf](https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf)

Water Facts and Games

<http://tinyurl.com/62kucn>

Erosion Lesson Plan

<http://tinyurl.com/5ramr2>

Landform Resources

<http://tinyurl.com/6bo4gw>

Students identify household uses of water in different cultures through books and videos.

Books:

A Drop of Water, Walter Wick, 1997.

ISBN-13: 978-0590221979

Ice, Helen Frost, 2004.

ISBN-13: 978-0736849203

Sources of Water, Rebecca Olien, 2005.

ISBN-13: 978-0736851800

Water Dance, Thomas Locker, 2002.

ISBN-13: 978-0152163969

A Cool Drink of Water, Barbara Kerley, 2002.

ISBN-13: 978-0792254898

- Curriculum Crafter
- Scotts Foresman (Vernor and Martin)
- Foss Program and Kits (Martin)
- BrainPop
- SuperTeacher Worksheets
- Teachers Pay Teachers
- United Streaming
- YouTube
- Study Island
- Reading A to Z
- Science A to Z
- Reading Street
- AIMS Projects/Activities (Martin)
- Scholastic Magazines
- Studies Weekly

Teacher Resources:

K-4 Science Grade Level Content Expectations Companion Document  
[https://www.michigan.gov/documents/mde/K-4\\_Science\\_GLCE\\_Companion\\_Document\\_v.1.09\\_2\\_264479\\_7.pdf](https://www.michigan.gov/documents/mde/K-4_Science_GLCE_Companion_Document_v.1.09_2_264479_7.pdf)

Slime Recipe

<http://tinyurl.com/6j4ru7>

Change it Liquid and Solid Interactive Game

<http://tinyurl.com/4p6gyd>

Books:

Measuring Penny, Loreen Leedy, 1998.

ISBN-13: 978-0805065725

How Big Is A Foot? Rolf Myller, 1991.

ISBN-13: 978-0440404958

- Curriculum Crafter
- Scotts Foresman (Vernor and Martin)
- Foss Program and Kits (Martin)
- BrainPop
- SuperTeacher Worksheets
- Teachers Pay Teachers
- United Streaming
- YouTube
- Study Island
- Reading A to Z
- Science A to Z
- Reading Street
- AIMS Projects/Activities (Martin)
- Scholastic Magazines
- Studies Weekly
- Promethean Planet
- Wayne Resa- MC3 project
- Science Weekly

<ul style="list-style-type: none"><li>• Promethean Planet</li><li>• Wayne Resa- MC3 project</li><li>• Science Weekly</li></ul>	
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### 3rd Grade Science (GLCES): Curriculum Map

September -October	October -November
Animal Characteristics and Adaptations(6 Weeks)	Light Energy (4 Weeks)
Science: Big Ideas	
How are animal characteristics used for classification?	How can light be described?
Unit Focus Questions	
<ol style="list-style-type: none"> <li>How do specific physical characteristics assist animals within their environment?</li> <li>How do adaptations help animals survive?</li> <li>How do different groups of animals fulfill their life needs?</li> </ol>	<ol style="list-style-type: none"> <li>How can the path of light be changed?</li> <li>How are shadows made?</li> </ol>
Learner Outcomes	
<p>Standards:</p> <p>Discipline 1: Science Processes</p> <p>S.IP.E.1 Develop an understanding that scientific inquiry and reasoning involves observing, questioning, investigating, recording, and developing solutions to problems.</p> <p>S.IP.03.12 Generate questions based on observations.</p> <p>S.RS.E.1 Reflecting on knowledge is the application of scientific knowledge to new and different situations.</p> <p>S.RS.03.11 Demonstrate scientific concepts through various illustrations, performances, models, exhibits, and activities.</p> <p>Discipline 3: Life Science</p> <p>L.OL.E.3 Structures and Functions- Organisms have different structures that serve different functions in growth, survival, and reproduction.</p>	<p>Standards:</p> <p>Discipline 1: Science Processes</p> <p>S.RS: Develop an understanding that claims and evidence for their scientific merit should be analyzed</p> <p>S.RS.E.1 Reflecting on knowledge is the application of scientific knowledge to new and different situations.</p> <p>S.RS.03.19 Describe how people have contributed to science throughout history and across cultures.</p> <p>Discipline 2: Physical Science</p> <p>P.EN: Develop an understanding that there are many forms of energy (such as heat, light, sound, and electrical) and that energy is transferable by convection, conduction, or radiation.</p> <p>P.EN.03.11 Identify light and sound as forms of energy.</p>

<p>L.O.L.03.32 Identify and compare structures in animals used for controlling body temperature, support, movement, food-getting, and protection (for example: fur, wings, teeth, scales).</p> <p>L.O.L.E.4 Classification- Organisms can be classified on the basis of observable characteristics.</p> <p>L.O.L.03.42 Classify animals on the basis of observable physical characteristics (backbone, body coverings, limbs).</p> <p>L.EV.E.1 Environmental Adaptation- Different kinds of organisms have characteristics that help them to live in different environments.</p> <p>L.EV.03.12 Relate characteristics and functions of observable body parts to the ability of animals to live in their environment (sharp teeth, claws, color, body coverings).</p>	<p>P.EN.E.2 Light Properties- Light travels in a straight path. Shadows result from light not being able to pass through an object. When light travels at an angle from one substance to another (air and water), it changes direction.</p> <p>P.EN.03.21 Demonstrate that light travels in a straight path and that shadows are made by placing an object in a path of light.</p> <p>P.EN.03.22 Observe what happens to light when it travels from air to water (a straw half in the water and half in the air looks bent).</p> <p>P.PM: Develop an understanding that all matter has observable attributes with physical and chemical properties that are described, measured, and compared.</p> <p>P.PM.E.5 Conductive and Reflective Properties- Objects vary to the extent they absorb and reflect light energy and conduct heat and electricity.</p> <p>P.PM.03.51 Demonstrate how some materials are heated more than others by light that shines on them.</p> <p>P.PM.03.52 Explain how we need light to see objects. Light from a source reflects off objects and enters our eyes.</p>
<p><b>Resources</b></p>	
<ul style="list-style-type: none"> <li>• Curriculum Crafter</li> <li>• Scotts Foresman (Vernor and Martin)</li> <li>• Foss Program and Kits (Martin)</li> <li>• BrainPop</li> <li>• SuperTeacher Worksheets</li> <li>• Teachers Pay Teachers</li> <li>• United Streaming</li> <li>• YouTube</li> <li>• Study Island</li> <li>• Reading A to Z</li> <li>• Science A to Z</li> <li>• Reading Street</li> <li>• AIMS Projects/Activities (Martin)</li> <li>• Scholastic Magazines</li> <li>• Studies Weekly</li> <li>• Promethean Plan</li> </ul> <p>National Wildlife Federation. <i>Ranger Rick's NatureScope: Amazing Animals, Part 1</i>. Blacklick, OH: McGraw Hill, 1999.</p>	<ul style="list-style-type: none"> <li>• Curriculum Crafter</li> <li>• Scotts Foresman (Vernor and Martin)</li> <li>• Foss Program and Kits (Martin)</li> <li>• BrainPop</li> <li>• SuperTeacher Worksheets</li> <li>• Teachers Pay Teachers</li> <li>• United Streaming</li> <li>• YouTube</li> <li>• Study Island</li> <li>• Reading A to Z</li> <li>• Science A to Z</li> <li>• Reading Street</li> <li>• AIMS Projects/Activities (Martin)</li> <li>• Scholastic Magazines</li> <li>• Studies Weekly</li> <li>• Promethean Plan</li> </ul> <p> <a href="#">Unit 2 Light Energy - Unit Outline</a></p>

Science and Technology for Children. *Organisms*. Burlington, NC: Carolina Biological Supply Company, 1997.

Western Association of Fish and Wildlife Agencies. *Project WILD Elementary Activity Guide*. Boulder, CO: Western Regional Environmental Education Council, 1992.



<https://oaklandk12-public.rubiconatlas.org/Atlas/Browse/View/Map?BackLink=564257&CurriculumMapID=90&YearID=2016&SourceSiteID=>

[Unit 2 Light Energy - Teacher Backgrou](#)

<https://oaklandk12-public.rubiconatlas.org/Atlas/Browse/View/Map?BackLink=564257&CurriculumMapID=90&YearID=2016&SourceSiteID=>

### Vocabulary

- animal features
- backbone/no backbone
- cause and effect
- claws
- energy
- environment
- food getting
- forest
- forms of energy
- habitat
- habitat destruction
- limb
- movement
- natural environment
- organism
- physical characteristic
- plant root
- protection
- stem
- structure
- support
- survival of organisms
- 

- absorption
- around
- cause and effect
- change in motion
- change of direction
- energy
- function
- light source
- motion
- movement
- oil
- path
- path of light
- pitch
- reflection
- shadow
- slowing down
- sound source
- speeding up
- start
- stop
- stopwatch
- structure
- support

<ul style="list-style-type: none"> <li>• through</li> <li>• vibrations</li> <li>•</li> <li>•</li> </ul>	
<h3>3rd Grade Science (GLCES) Curriculum Map</h3>	
November-December <u>Sound Energy( 4 Weeks)</u>	December-January <u>Earth's Surface(5 Weeks)</u>
<b>Science: Big Ideas</b>	
What processes cause changes in the earth's surface?	
<b>Unit Focus Questions</b>	
1. What causes sounds to be different? 2. What is the difference between pitch and volume?	1. What are earth materials? 2. What evidence shows us that the earth's surface has changed over time?
<b>Learner Outcomes</b>	
<b>Standards:</b>	
Discipline 1: Science Processes	Discipline 1: Science Processes
Domain: Inquiry Process	Domain: Inquiry Analysis and Communication
K-7 Standard S.IP: Develop an understanding that scientific inquiry and reasoning involves observing, questioning, investigating, recording, and developing solutions to problems.	K-7 Standard S.IA: Develop an understanding that scientific inquiry and investigations require analysis and communication of findings, using appropriate technology.
S.IP.E.1 Inquiry involves generating questions, conducting investigations, and developing solutions to problems through reasoning and observation.	S.IA.E.1 Inquiry includes an analysis and presentation of findings that lead to future questions, research, and investigations.
S.IP.03.16 Construct simple charts and graphs from data and observations.	S.IA.03.14 Develop research strategies and skills for information gathering and problem solving.
Discipline 2: Physical Science	Discipline 4: Earth Science  Domain: Solid Earth

<p>Domain: P.EN: Develop an understanding that there are many forms of energy (such as heat, light, sound, and electrical) and that energy is transferable by convection, conduction, or radiation</p> <p>P.EN.E.1 Forms of Energy- Heat, electricity, light, and sound are forms of energy.</p> <p>P.EN.03.11 Identify light and sound as forms of energy.</p> <p>P.EN.E.3 Sound- Vibrating objects produce sound. The pitch of sound varies by changing the rate of vibration.</p> <p>P.EN.03.31 Relate sounds to their sources of vibrations (for example: a musical note produced by a vibrating guitar string, the sounds of a drum made by the vibrating drum head).</p> <p>P.EN.03.32 Distinguish the effect of fast or slow vibrations as pitch.</p>	<p>K-7 Standard E.SE: Develop an understanding of the properties of earth materials and how those properties make materials useful. Understand gradual and rapid changes in earth materials and features of the surface of Earth. Understand magnetic properties of Earth.</p> <p>E.SE.E.1 Earth Materials- Earth materials that occur in nature include rocks, minerals, soils, water, and the gases of the atmosphere. Some Earth materials have properties which sustain plant and animal life.</p> <p>E.SE.03.13 Recognize and describe different types of earth materials (mineral, rock, clay, boulder, gravel, sand, soil).</p> <p>E.SE.03.14 Recognize that rocks are made up of minerals.</p> <p>E.SE.E.2 Surface Changes- The surface of Earth changes. Some changes are due to slow processes, such as erosion and weathering, and some changes are due to rapid processes, such as landslides, volcanic eruptions, and earthquakes.</p> <p>E.SE.03.22 Identify and describe natural causes of change in the Earth's surface (erosion, glaciers, volcanoes, landslides, and earthquakes).</p>
<p><b>Resources</b></p> <ul style="list-style-type: none"> <li>● Curriculum Crafter</li> <li>● Scotts Foresman (Vernor and Martin)</li> <li>● Foss Program and Kits (Martin)</li> <li>● BrainPop</li> <li>● SuperTeacher Worksheets</li> <li>● Teachers Pay Teachers</li> <li>● United Streaming</li> <li>● YouTube</li> <li>● Study Island</li> <li>● Reading A to Z</li> <li>● Science A to Z</li> <li>● Reading Street</li> <li>● AIMS Projects/Activities (Martin)</li> </ul>	<p><b>Curriculum Crafter</b></p> <ul style="list-style-type: none"> <li>● Scotts Foresman (Vernor and Martin)</li> <li>● Foss Program and Kits (Martin)</li> <li>● BrainPop</li> <li>● SuperTeacher Worksheets</li> <li>● Teachers Pay Teachers</li> <li>● United Streaming</li> <li>● YouTube</li> <li>● Study Island</li> <li>● Reading A to Z</li> <li>● Science A to Z</li> <li>● Reading Street</li> </ul>

<ul style="list-style-type: none"> <li>• Scholastic Magazines</li> <li>• Studies Weekly</li> <li>• Promethean Plan</li> </ul> <p> <a href="#">Unit 3 Sound Energy - Unit Outline</a></p> <p> <a href="#">Unit 3 Sound Energy - Teacher Background</a></p> <p><a href="https://oaklandk12-public.rubiconatlas.org/Atlas/Browse/View/Map?BackLink=564291&amp;CurriculumMapID=90">https://oaklandk12-public.rubiconatlas.org/Atlas/Browse/View/Map?BackLink=564291&amp;CurriculumMapID=90</a></p>	<ul style="list-style-type: none"> <li>• AIMS Projects/Activities (Martin)</li> <li>• Scholastic Magazines</li> <li>• Studies Weekly</li> <li>• Promethean Plan</li> </ul> <p> <a href="#">Unit 4 Earth's Surface - Unit Outline</a></p> <p> <a href="#">Unit 4 Earth's Surface - Teacher Background</a></p> <p><a href="https://oaklandk12-public.rubiconatlas.org/Atlas/Browse/View/Map?BackLink=564291&amp;CurriculumMapID=90">https://oaklandk12-public.rubiconatlas.org/Atlas/Browse/View/Map?BackLink=564291&amp;CurriculumMapID=90</a></p>
<b>Vocabulary</b>	
<ul style="list-style-type: none"> <li>• absorption</li> <li>• around</li> <li>• cause and effect</li> <li>• change in motion</li> <li>• change of direction</li> <li>• energy</li> <li>• function</li> <li>• light source</li> <li>• motion</li> <li>• movement</li> <li>• oil</li> <li>• path</li> <li>• path of light</li> <li>• pitch</li> <li>• reflection</li> <li>• shadow</li> <li>• slowing down</li> <li>• sound source</li> </ul>	<ul style="list-style-type: none"> <li>• boulder</li> <li>• cause and effect</li> <li>• change in Earth's surface</li> <li>• clay</li> <li>• coal</li> <li>• constructed environment</li> <li>• contrast</li> <li>• crude oil</li> <li>• earthquake</li> <li>• energy</li> <li>• environment</li> <li>• erosion</li> <li>• forms of energy</li> </ul>

- speeding up
- start
- stop
- stopwatch
- structure
- support

- fuel
- function
- glacier
- gravel
- gravity
- harmful change
- helpful change
- land management
- landslide
- measuring tape
- metal
- minerals
- natural environment
- natural gas
- natural resource
- nonrenewable resource
- oil
- recycle
- reduce
- reflection
- renewable resource
- renewal
- reuse
- rock breakage
- second
- slowing down
- soil color

	<ul style="list-style-type: none"><li>• soil texture</li><li>• structure</li><li>• support</li><li>• volcanic eruption</li><li>• volcano</li><li>• weathered rock</li><li>• weathering</li><li>•</li></ul>
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4<sup>th</sup> Grade Science

September- October • <u>Unit 1: Heat, Electricity, and Magnetism</u> (9 weeks)	November- December- January • <u>Unit 2: Properties and Changes of Matter</u> (10 weeks)	January- February- March • <u>Unit 3: Rel. &amp; Requirements of Living Things</u> (7 weeks)
<p>➤ Heat and electricity are forms of energy.</p> <p>➤ Evidence of energy is change.</p> <p>➤ Electrical circuits demonstrate a transfer of energy.</p> <p>➤ Magnetism is a physical property of matter.</p> <p>➤ Heat can be transferred from one substance or object to another.</p>	<p><b>Science: Big Ideas</b></p> <p>➤ All objects have physical properties that can be measured.</p> <p>➤ Matter exists in different states.</p> <p>➤ Matter can change from one state to another by heating and cooling.</p>	<p>➤ Plants and animals have basic requirements for maintaining life, which include the need for air, water and a source of energy (food).</p> <p>➤ Organisms have observable traits and physical characteristics that help them survive and reproduce in their environments.</p> <p>➤ Organisms are a part of a food chain or food web where food/energy is supplied by plants, which need light to produce food/energy.</p> <p>➤ Plants and animals can be classified by observable traits and physical characteristics.</p> <p>➤ Fossils provide evidence that life forms have changed over time and were influenced by changes in environmental conditions.</p>
<p><b>Learner Outcomes</b></p>		
<p>Students will view themselves as scientists and evaluate how energy is transferred.</p> <p>➤ Strand: <i>Heat, Magnetism and Electricity</i></p> <p>➤ Key Concepts:</p> <ul style="list-style-type: none"> <li>○ <i>changes in matter</i></li> <li>○ <i>mass</i></li> <li>○ <i>measurement</i></li> <li>○ <i>states of matter</i></li> <li>○ <i>volume</i></li> <li>○ <i>weight</i></li> </ul> <p><i>Standards:</i></p>	<p>Students will view themselves as scientists and examine the Solar System and learn the following GLCEs:</p> <ul style="list-style-type: none"> <li>• Strand: Properties of Matter</li> <li>• Key Concepts: <ul style="list-style-type: none"> <li>○ conductor</li> <li>○ electrical circuit</li> <li>○ electricity</li> <li>○ electromagnetism</li> <li>○ energy</li> <li>○ energy transfer and change</li> <li>○ heat</li> </ul> </li> </ul>	<p>Students will view themselves as scientists and master the traits animals have developed to survive over time and how ecosystems exist:</p> <p>➤ Domain: Organization of Living Things</p> <p>➤ Key Concepts:</p> <ul style="list-style-type: none"> <li>○ advantages for survival and reproduction</li> <li>○ basic needs of plants and animals</li> <li>○ food chains</li> <li>○ food webs</li> <li>○ fossil evidence</li> </ul>

<ul style="list-style-type: none"> <li>• S.I.P.04.14, S.I.P.04.15</li> <li>• S.I.A.04.11, S.I.A.04.15</li> <li>• S.R.S.04.11</li> <li>• P.P.M.04.16, P.P.M.04.17</li> <li>• P.P.M.04.23</li> <li>• P.COM.04.11</li> </ul>	<ul style="list-style-type: none"> <li>• insulator</li> <li>• Standards: <ul style="list-style-type: none"> <li>◦ S.I.P.04.13, S.I.P.04.16</li> <li>◦ S.I.A.04.11, S.I.A.04.14</li> <li>◦ S.R.S.04.11</li> <li>◦ P.EN.04.12, P.EN.04.41, P.EN.04.42, P.EN.04.43, P.EN.04.51</li> <li>◦ P.P.M.04.53</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Standards: <ul style="list-style-type: none"> <li>◦ S.I.P.04.11, S.I.P.04.12, S.I.P.04.13, S.I.P.04.16</li> <li>◦ S.I.A.04.11, S.I.A.04.12, S.I.A.04.14</li> <li>◦ S.R.S.04.11, S.R.S.04.15, S.R.S.04.17, S.R.S.04.18, S.R.S.04.19</li> <li>◦ L.O.L.04.15, L.O.L.04.16</li> <li>◦ L.E.V.04.21, L.O.L.04.22</li> <li>◦ L.E.C.04.11, L.E.C.04.21</li> <li>◦ E.S.T.04.31, E.S.T.04.32</li> </ul> </li> </ul>
<b>Resources</b>		
<ul style="list-style-type: none"> <li>• Curriculum Crafter</li> <li>• Scotts Foresman (Vernor and Martin)</li> <li>• Foss Program and Kits (Martin)</li> <li>• BrainPop</li> <li>• SuperTeacher Worksheets</li> <li>• Teachers Pay Teachers</li> <li>• United Streaming</li> <li>• YouTube</li> <li>• Study Island</li> <li>• Reading A to Z</li> <li>• Science A to Z</li> <li>• Reading Street</li> <li>• AIMS Projects/Activities (Martin)</li> <li>• Scholastic Magazines</li> <li>• Studies Weekly</li> <li>• Promethean Planet</li> <li>• Unit 1 Energy Transfer and Change - Unit Outline</li> <li>• Unit 1 Energy Transfer and Change - Teacher Background</li> <li>• Lesson Packet - Heat Electricity Magnetism 4</li> <li>• Sample Assessment Items</li> </ul>	<ul style="list-style-type: none"> <li>• Curriculum Crafter</li> <li>• Scotts Foresman (Vernor and Martin)</li> <li>• Foss Program and Kits (Martin)</li> <li>• BrainPop</li> <li>• SuperTeacher Worksheets</li> <li>• Teachers Pay Teachers</li> <li>• United Streaming</li> <li>• YouTube</li> <li>• Study Island</li> <li>• Reading A to Z</li> <li>• Science A to Z</li> <li>• Reading Street</li> <li>• AIMS Projects/Activities (Martin)</li> <li>• Scholastic Magazines</li> <li>• Studies Weekly</li> <li>• Promethean Planet</li> <li>• Lesson Packet - Measuring Properties of Matter - 4</li> <li>• Sample Assessment Items</li> </ul>	<ul style="list-style-type: none"> <li>• Curriculum Crafter</li> <li>• Scotts Foresman (Vernor and Martin)</li> <li>• Foss Program and Kits (Martin)</li> <li>• BrainPop</li> <li>• SuperTeacher Worksheets</li> <li>• Teachers Pay Teachers</li> <li>• United Streaming</li> <li>• YouTube</li> <li>• Study Island</li> <li>• Reading A to Z</li> <li>• Science A to Z</li> <li>• Reading Street</li> <li>• AIMS Projects/Activities (Martin)</li> <li>• Scholastic Magazines</li> <li>• Studies Weekly</li> <li>• Promethean Planet</li> <li>• Sample Assessment Items</li> </ul>
<b>Vocabulary</b>		
<ul style="list-style-type: none"> <li>• energy</li> <li>• forms of energy</li> <li>• light</li> <li>• sound</li> <li>• substance</li> <li>• temperature</li> <li>• thermometer</li> </ul>	<ul style="list-style-type: none"> <li>• compare</li> <li>• contrast</li> <li>• cool</li> <li>• liquid</li> <li>• mass</li> <li>• solid</li> <li>• volume</li> </ul>	<ul style="list-style-type: none"> <li>• animal</li> <li>• basic</li> <li>• characteristic</li> <li>• claw</li> <li>• compare</li> <li>• contrast</li> <li>• environment</li> </ul>

<ul style="list-style-type: none"> <li>• battery</li> <li>• Celsius</li> <li>• conductor</li> <li>• decrease</li> <li>• electricity</li> <li>• evident</li> <li>• Fahrenheit</li> <li>• friction</li> <li>• good conductor</li> <li>• heat</li> <li>• increase</li> <li>• poor conductor</li> <li>• conduct</li> <li>• conduction</li> <li>• insulator</li> <li>• radiometer</li> <li>• resistance</li> <li>• shock</li> <li>• attract</li> <li>• force</li> <li>• magnet</li> <li>• pull</li> <li>• push</li> <li>• repel</li> <li>• compass</li> <li>• iron filings</li> <li>• lines of force</li> <li>• magnetic field</li> <li>• magnetic force</li> <li>• magnetic poles</li> <li>• like poles</li> <li>• lodestone</li> <li>• magnetic attraction</li> <li>• magnetic compass</li> <li>• magnetic repulsion</li> <li>• magnetite</li> <li>• north pole</li> <li>• opposite poles</li> <li>• pole</li> <li>• south pole</li> <li>• three-dimensional</li> <li>• appliance</li> <li>• battery</li> <li>• bulb</li> </ul>	<ul style="list-style-type: none"> <li>• definite</li> <li>• gas</li> <li>• matter</li> <li>• states of matter</li> <li>• absorb</li> <li>• condensation</li> <li>• evaporation</li> <li>• freeze</li> <li>• invisible</li> <li>• metric unit of measure</li> <li>• molecule</li> <li>• phase change</li> <li>• physical change</li> <li>• space (related to volume)</li> <li>• three dimensional</li> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• food</li> <li>• function</li> <li>• habitat</li> <li>• harmful effects</li> <li>• helpful effects</li> <li>• organism</li> <li>• physical characteristics</li> <li>• plant</li> <li>• size</li> <li>• shape</li> <li>• source</li> <li>• survival</li> <li>• survive</li> <li>• advantage</li> <li>• affect</li> <li>• building material</li> <li>• camouflage</li> <li>• coloring</li> <li>• community</li> <li>• consumer</li> <li>• decomposer</li> <li>• enable</li> <li>• food chain</li> <li>• food web</li> <li>• individual differences</li> <li>• inherit</li> <li>• location</li> <li>• observable features</li> <li>• obtain</li> <li>• population</li> <li>• predator</li> <li>• prey</li> <li>• producer</li> <li>• repair</li> <li>• reproduce</li> <li>• reproduction</li> <li>• requirement for life</li> <li>• similarities and differences in organisms</li> <li>• source of energy</li> <li>• variations</li> <li>• acquired</li> <li>• adaptation</li> <li>• animal adaptation</li> <li>• behavior</li> </ul>
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- closed circuit
- conductor
- device
- electric current
- electrical energy
- electricity
- energy transfer
- electricity
- energy transfer
- lines of force
- electroconduction
- power lines
- spark
- switch
- hazard
- insulator

- beneficial
- carnivore
- communication of danger
- countershading
- detrimental
- endangered
- extinct
- herbivore
- instinct
- learned behavior
- mimicry
- mutually beneficial relationship
- nutrients
- omnivore
- parasitic relationships
- plant adaptations
- produce food
- protective adaptations
- threatened
- clay
- coal
- Earth
- erosion
- feather
- lens
- minerals
- oils
- ore
- rock
- sand
- skin
- soil
- texture
- evidence
- fossil
- life forms
- ancient life form
- cast
- dinosaur
- extinct
- imprint
- index fossils
- life form
- mammoth

<ul style="list-style-type: none"> <li>• mastodon</li> <li>• modern life form</li> <li>• mold</li> <li>• molten rock</li> <li>• prehistoric rock</li> <li>• relative age</li> <li>• river bed</li> <li>• rock layer</li> <li>• tracks</li> </ul>		
<b>March- April- May- June</b>		
<ul style="list-style-type: none"> <li>• <b>Unit 4: Sun, Moon, Earth</b> (11 weeks)</li> </ul>		
<ul style="list-style-type: none"> <li>• <i>Forces at a Distance and How They Affect Energy</i></li> </ul>		
<b>Science: Big Ideas</b>		
<ul style="list-style-type: none"> <li>➢ The moon and the Earth move in a predictable pattern around the sun.</li> <li>➢ The predictable patterns of the Earth and moon define a day, year, and moon phases.</li> <li>➢ The sun appears to move in a predictable pattern across the sky.</li> </ul>		
<b>Learner Outcomes</b>		
Students will view themselves as scientists and learn about the Sun, Moon and Earth of through the GLCEs:		
➢ Strand: Sun, Moon and Earth		
➢ Key Concepts:		
o apparent motion		
o earth		
o moon		
o orbit		
o star		
o sun		
➢ Standards:		
o S.IP.04.11, S.IP.04.13, S.IP.04.16		
o S.IA.04.13, S.IA.04.14		
o S.RS.04.11, S.RS.04.14		
o E.ST.04.11, E.ST.04.12, E.ST.04.21, E.ST.04.22, E.ST.04.23, E.ST.04.24, E.ST.04.25		
<b>Resources</b>		
<ul style="list-style-type: none"> <li>• Curriculum Crafter</li> <li>• Scotts Foresman (Vernor and Martin)</li> <li>• Foss Program and Kits (Martin)</li> <li>• BrainPop</li> </ul>		

- SuperTeacher Worksheets
- Teachers Pay Teachers
- United Streaming
- YouTube
- Study Island
- Reading A to Z
- Science A to Z
- Reading Street
- AIMS Projects/Activities (Martin)
- Scholastic Magazines
- Studies Weekly
- Promethean Planet
- Lesson Packet - Sun, Moon and Earth-4
- Sample Assessment Items

### Vocabulary

- compare
- contrast
- Earth
- gravity
- heat
- light
- reflection
- season
- Sun
- ability to support life
- apparent movement
- breathable atmosphere
- capable
- cycle
- day
- distance
- Earth's axis
- Moon
- natural satellite
- night
- orbit
- phases of the Moon
- predictable cycle
- produce light
- relative distance
- revolution
- rotation
- star

- visible shape
- year
- approximately
- clockwise
- counter-clockwise
- crater
- diameter
- Earth's orbit
- gas
- gaseous surface
- month
- planet
- relative position
- seasonal change
- solar system
- spin
- Sun's position
- vegetation

**5<sup>th</sup> Grade Science Curriculum Map**

September- October- November	November- December- January	February- March- April
<p><u>Unit 1: Forces and Motion</u> (11 Weeks)</p> <p><i>Measuring Changes in Motion</i> <i>Inquiry Processes to Understand Measurement Concepts</i></p>	<p><u>Unit 2: Dynamics of the Solar System</u> (11 weeks)</p> <p><i>Solar System and the Planets</i> <i>Study How Motion Affects the Motion of Objects in Our Solar System</i> <i>Inquiry Processes to understand Solar System</i></p>	<p><u>Unit 3: Survival of Organisms</u> (10 weeks)</p> <p><i>Living Organisms and Their Survival</i> <i>Living Organism and Their Development of Traits</i> <i>Inquiry Processes to Understand Living Things and Evolution</i></p>
<p><b>Science: Big Ideas</b></p>		
<p>Every force is part of an interaction between two objects.</p> <p>Forces are pushes and pulls that can be contact or non-contact forces.</p> <p>Motion is described relative to something else (point of reference).</p> <p>A change in motion is due to unbalanced forces.</p> <p>Generate scientific questions based on motion.</p> <p>Conduct scientific experiments to test questions about motion using tools, creating graphs and analyzing data.</p> <p>Draw conclusions about force and motion through scientific processes and present these findings to others through writing and speaking.</p>	<p>The sun is the central and largest body in the solar system.</p> <p>The sun's warming of the Earth and tilt of the Earth on its axis has an important connection to the seasons.</p> <p>Earth's motion is the basis for measuring time.</p> <p>Objects in the sky move in regular and predictable patterns around the sun.</p> <p>The sun, stars and constellations appear to move in predictable patterns across the sky.</p> <p>Gravity is the force that keeps the planets in orbit around the sun and without it, planets would continue in a straight path.</p> <p>Draw conclusions about the motion of the Solar System present these findings to others through writing and speaking.</p>	<p>Traits are influenced by both genetics of the individual and the environment.</p> <p>Traits can be classified as either inherited or acquired.</p> <p>Each organism (plants and animals) has specific behavioral and physical characteristics allowing it to better survive in a given environment.</p> <p>As environments change over time, these characteristics may change (adaptations) to allow them to continue to survive or flourish in their environment.</p> <p>Fossils provide evidence that life forms have changed over time and were influenced by changes in environmental conditions including catastrophic events.</p> <p>Organisms that are similar in anatomical structures are more likely to be more closely related than those whose structures are less similar to one another.</p>

		<p>Discover and evaluate the evolution of the traits of living things and how these changes helped animals to survive. Describe the traits of animals and their survival through writing and speaking.</p>
<b>Learner Outcomes</b>		
<p>Students will view themselves as scientists and evaluate how to observe and measure the effects of the forces of objects in motion:</p> <ul style="list-style-type: none"> <li>➤ Strand: Force and Motion</li> <li>➤ Key Concepts: <ul style="list-style-type: none"> <li>○ balanced and unbalanced forces</li> <li>○ changes in motion</li> <li>○ contact and non-contact forces</li> <li>○ constant motion</li> <li>○ distance/time graph</li> <li>○ force strength</li> <li>○ direction</li> <li>○ distance</li> <li>○ distance/time graph</li> <li>○ motion of objects</li> <li>○ point of reference</li> <li>○ time</li> </ul> </li> <li>○ Scientific Process and inquiry standards</li> </ul> <p><b>Standards:</b></p> <ul style="list-style-type: none"> <li>● S.IP.05.11, S.IP.0512, S.IP.05.13, S.IP.05.14, S.IP.05.15, S.IP.05.16</li> <li>● S.IA.05. S.IA.05.11, S.IA.05.13, S.IA.05. 14</li> <li>● S.RS.05.13, S.RS.05.16</li> <li>● P.FM.05.21, P.FM.05.22</li> <li>● P.FM.05.31, P.FM.05. 32, P.FM.05.33, P.FM.05.34,</li> <li>● P.FM.05.41, P.FM.05. 42, P.FM.05.43</li> </ul>	<p>Students will view themselves as scientists and examine the Solar System and learn the following GLCEs:</p> <ul style="list-style-type: none"> <li>● Strand: Dynamics of the Solar System</li> <li>● Key Concepts: <ul style="list-style-type: none"> <li>○ apparent motion</li> <li>○ eclipses</li> <li>○ moon phases</li> <li>○ motion of objects in the solar system</li> <li>○ position of objects in the solar system</li> <li>○ seasons</li> <li>○ tides</li> <li>○ Scientific Process of developing and answering questions</li> </ul> </li> <li>● Standards: <ul style="list-style-type: none"> <li>○ S.IP.05.15</li> <li>○ S.IA.05.12, S.IA.05.13, S.IA.05.15</li> <li>○ S.RS.05.12, S.RS.05.13, S.RS.05.15</li> <li>○ E.ES.05.61, E.ES.05.62</li> <li>○ E.ST.05.11, E.ST.05.21, E.ST.05.22, E.ST.05.23, E.ST.05.24, E.ST.05.25</li> </ul> </li> </ul>	<p>Students will view themselves as scientists and master the traits animals have developed to survive over time:</p> <p>Domain: Evolution and Traits of Organisms/ Survival of Organisms</p> <p>Key Concepts:</p> <ul style="list-style-type: none"> <li>○ acquired traits</li> <li>○ adaptation</li> <li>○ classification</li> <li>○ fossils</li> <li>○ inherited traits</li> <li>○ species extinction</li> <li>○ survival</li> </ul> <p>Standards:</p> <ul style="list-style-type: none"> <li>○ S.IP.05.11</li> <li>○ S.IA.05.12, S.IA.05.13, S.IA.05.15</li> <li>○ S.RS.05.11, S.RS.05.15, S.RS.05.17, S.RS.05.19</li> <li>○ L.HE.05.11, L.HE.05.12</li> <li>○ L.EV.05.11, L.EV.05.12, L.EV.05.13, L.EV.05.14</li> <li>○ L.EV.05.21</li> </ul>
<b>SUGGESTED RESOURCES</b>		
<ul style="list-style-type: none"> <li>● Curriculum Crafter</li> <li>● Scotts Foresman (Vernor and Martin)</li> <li>● Foss Program and Kits (Martin)</li> <li>● BrainPop</li> <li>● SuperTeacher Worksheets</li> <li>● Teachers Pay Teachers</li> <li>● United Streaming</li> </ul>	<ul style="list-style-type: none"> <li>● Curriculum Crafter</li> <li>● Scotts Foresman (Vernor and Martin)</li> <li>● Foss Program and Kits (Martin)</li> <li>● BrainPop</li> <li>● SuperTeacher Worksheets</li> <li>● Teachers Pay Teachers</li> <li>● United Streaming</li> </ul>	<ul style="list-style-type: none"> <li>● Curriculum Crafter</li> <li>● Scotts Foresman (Vernor and Martin)</li> <li>● Foss Program and Kits (Martin)</li> <li>● BrainPop</li> <li>● SuperTeacher Worksheets</li> <li>● Teachers Pay Teachers</li> <li>● United Streaming</li> </ul>

<ul style="list-style-type: none"> <li>• YouTube</li> <li>• Study Island</li> <li>• Reading A to Z</li> <li>• Science A to Z</li> <li>• Reading Street</li> <li>• AIMS Projects/Activities (Martin)</li> <li>• Scholastic Magazines</li> <li>• Studies Weekly</li> <li>• Promethean Plane</li> <li>• <u>Unit 1: Forces and Motion - Knowledge and Skills Document</u></li> <li>• <u>Lesson Packet - Force and Motion - 5</u></li> <li>• <u>Sample Assessment Items</u></li> <li>• <u>Assessment Packet - Force and Motion</u></li> </ul>	<ul style="list-style-type: none"> <li>• YouTube</li> <li>• Study Island</li> <li>• Reading A to Z</li> <li>• Science A to Z</li> <li>• Reading Street</li> <li>• AIMS Projects/Activities (Martin)</li> <li>• Scholastic Magazines</li> <li>• Studies Weekly</li> <li>• Promethean Plane</li> <li>• <u>Unit 2: Dynamics of the Solar System - Knowledge and Skills Document</u></li> <li>• <u>Lesson Packet - The Dynamics of the Solar System</u></li> <li>• <u>Solar System Assessment Packet</u></li> <li>• <u>Sample Assessment Items</u></li> </ul>	<ul style="list-style-type: none"> <li>• YouTube</li> <li>• Study Island</li> <li>• Reading A to Z</li> <li>• Science A to Z</li> <li>• Reading Street</li> <li>• AIMS Projects/Activities (Martin)</li> <li>• Scholastic Magazines</li> <li>• Studies Weekly</li> <li>• Promethean Plane</li> <li>• <u>Unit 3: Survival of Organisms - Knowledge and Skills Document</u></li> <li>• <u>Lesson Packet - Survival of Organisms</u></li> <li>• <u>Sample Assessment Items</u></li> <li>• <u>Survival of Organisms Assessment Packet</u></li> </ul>
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**Vocabulary**

<ul style="list-style-type: none"> <li>• attract</li> <li>• cause and effect</li> <li>• change direction</li> <li>• change in motion</li> <li>• data</li> <li>• direction</li> <li>• electricity</li> <li>• force</li> <li>• force strength</li> <li>• friction</li> <li>• gravity</li> <li>• mass</li> <li>• motion</li> <li>• observation</li> <li>• repel</li> <li>• weight</li> <li>• contact force</li> <li>• gravitational force</li> <li>• non-contact force</li> <li>• air resistance</li> <li>• buoyancy</li> <li>• buoyant force</li> <li>• electrical force</li> </ul>	<ul style="list-style-type: none"> <li>• attract</li> <li>• cause and effect</li> <li>• change direction</li> <li>• change in motion</li> <li>• data</li> <li>• direction</li> <li>• electricity</li> <li>• force</li> <li>• force strength</li> <li>• friction</li> <li>• gravity</li> <li>• mass</li> <li>• motion</li> <li>• observation</li> <li>• repel</li> <li>• weight</li> <li>• Earth</li> <li>• gravity</li> <li>• orbit</li> <li>• revolution</li> <li>• rotation</li> <li>• seasons</li> <li>• Sun</li> </ul>	<ul style="list-style-type: none"> <li>• attract</li> <li>• cause and effect</li> <li>• data</li> <li>• mass</li> <li>• motion</li> <li>• observation</li> <li>• repel</li> <li>• weight</li> <li>• acquired trait</li> <li>• acquired trait</li> <li>• advantage</li> <li>• amoeba</li> <li>• amphibian</li> <li>• anatomical structure</li> <li>• animal</li> <li>• animal kingdom</li> <li>• asteroid impact</li> <li>• backbone</li> <li>• bacteria</li> <li>• behavior</li> <li>• behavior</li> <li>• behavioral characteristics</li> <li>• bird</li> </ul>
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<ul style="list-style-type: none"> <li>• static cling</li> <li>• force strength</li> <li>• gravity</li> <li>• mass</li> <li>• motion</li> <li>• pull</li> <li>• push</li> <li>• speed</li> <li>• spring scale</li> <li>• balanced force</li> <li>• change in speed</li> <li>• constant speed</li> <li>• net force</li> <li>• non-zero net force</li> <li>• unbalanced force</li> <li>• zero net force</li> <li>• applied force</li> <li>• inclined plane</li> <li>• lever</li> <li>• magnitude</li> <li>• inertia</li> <li>• kinetic energy</li> <li>• mechanical motion</li> <li>• Newton</li> <li>• newton (N)</li> <li>• Newton's First Law of Motion</li> <li>• Newton's Laws of Motion</li> <li>• Newton's second law of motion</li> <li>• Newton's third law of motion</li> <li>• pulley</li> <li>• simple machines</li> <li>• direction</li> <li>• distance</li> <li>• motion</li> <li>• position</li> <li>• relative distance</li> <li>• relative position</li> <li>• speed</li> <li>• constant speed</li> <li>• direction of motion</li> <li>• graph</li> <li>• point of reference</li> </ul>	<ul style="list-style-type: none"> <li>• year</li> <li>• axis</li> <li>• tilt</li> <li>• clockwise</li> <li>• counter-clockwise</li> <li>• Northern Hemisphere</li> <li>• Southern Hemisphere</li> <li>• apparent movement</li> <li>• asteroid</li> <li>• astronomy</li> <li>• axis</li> <li>• Big Dipper (Ursa Major)</li> <li>• binoculars</li> <li>• circumpolar</li> <li>• comet</li> <li>• comet</li> <li>• comet tail</li> <li>• constellation</li> <li>• crescent moon</li> <li>• eclipse</li> <li>• elliptical orbit</li> <li>• emitted light</li> <li>• first quarter</li> <li>• full Moon</li> <li>• galaxy</li> <li>• gibbous</li> <li>• gravity</li> <li>• Halley's comet</li> <li>• inertia</li> <li>• Leo</li> <li>• Little Dipper (Ursa Minor)</li> <li>• lunar</li> <li>• lunar exploration</li> <li>• meteor phase</li> <li>• meteorite</li> <li>• Milky Way</li> <li>• Moon</li> <li>• movement pattern</li> <li>• mythology</li> <li>• neap tide</li> <li>• new Moon</li> <li>• North Star</li> </ul>	<ul style="list-style-type: none"> <li>• body covering</li> <li>• breeding</li> <li>• camouflage</li> <li>• Carolus Linnaeus</li> <li>• catastrophic event</li> <li>• change</li> <li>• characteristic</li> <li>• characteristic</li> <li>• characteristics</li> <li>• chromosome</li> <li>• classification</li> <li>• classification system</li> <li>• classify</li> <li>• cold-blooded</li> <li>• communication of danger</li> <li>• consumer</li> <li>• control</li> <li>• controlled selection</li> <li>• countershading migration</li> <li>• decomposer</li> <li>• dichotomous key</li> <li>• dominant gene</li> <li>• endoskeleton</li> <li>• environment</li> <li>• environment</li> <li>• environmental factors</li> <li>• exoskeleton</li> <li>• external structure</li> <li>• extinct</li> <li>• feather</li> <li>• fish</li> <li>• floods</li> <li>• flowering plant</li> <li>• function</li> <li>• function</li> <li>• fungus kingdom</li> <li>• fur</li> <li>• gene</li> <li>• genetic relatedness</li> <li>• genetic relatedness</li> <li>• genotype</li> <li>• growth mimicry</li> </ul>
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<ul style="list-style-type: none"> <li>• time</li> <li>• acceleration</li> <li>• magnitude</li> <li>• velocity</li> </ul>	<ul style="list-style-type: none"> <li>• orbit</li> <li>• Orion</li> <li>• phases of the Moon</li> <li>• planet</li> <li>• planetary exploration</li> <li>• Polaris</li> <li>• reflected light</li> <li>• reflection</li> <li>• revolve waxing</li> <li>• rotate</li> <li>• satellite</li> <li>• solar</li> <li>• Solar System</li> <li>• Southern Cross</li> <li>• spacecraft</li> <li>• spring tide</li> <li>• star</li> <li>• star chart</li> <li>• Sun's position</li> <li>• telescope</li> <li>• third quarter moon</li> <li>• waning</li> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• habit</li> <li>• habit</li> <li>• habitat</li> <li>• harmful change</li> <li>• helpful</li> <li>• hereditary information</li> <li>• heredity</li> <li>• hybrid</li> <li>• identical twin studies</li> <li>• identical twins</li> <li>• inherit</li> <li>• inherit</li> <li>• inheritance</li> <li>• inherited trait</li> <li>• insect</li> <li>• instinct trait</li> <li>• internal structure</li> <li>• invertebrate</li> <li>• kingdom</li> <li>• learned behavior</li> <li>• mammal</li> <li>• monera kingdom</li> <li>• multicellular organism</li> <li>• mutation</li> <li>• mutually beneficial relationship response (to environment)</li> <li>• natural selection</li> <li>• nocturnal</li> <li>• nocturnal</li> <li>• non-flowering plant</li> <li>• organelle</li> <li>• organism</li> <li>• organism</li> <li>• paramecium</li> <li>• parasitic relationship</li> <li>• phenotype</li> <li>• physical characteristic</li> <li>• physical characteristics</li> <li>• plant</li> <li>• plant kingdom</li> <li>• predator</li> <li>• prey</li> </ul>
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		<ul style="list-style-type: none"> <li>• producer</li> <li>• protista kingdom</li> <li>• Punnett square</li> <li>• recessive gene</li> <li>• reproductive stress</li> <li>• reptile</li> <li>• scales</li> <li>• seed plant</li> <li>• single-celled organism</li> <li>• skeleton</li> <li>• species</li> <li>• structure</li> <li>• structure</li> <li>• survival</li> <li>• taxonomy</li> <li>• toxin</li> <li>• trait</li> <li>• tsunami</li> <li>• unicellular organism</li> <li>• variation in population</li> <li>• vertebrate</li> <li>• volcanic eruption</li> <li>• volcano</li> <li>• warm-blooded</li> </ul>
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<p><b>May- June</b></p>
<p><b>Unit 4: Animal Systems</b>  <i>( 5 weeks)</i>  <b>Animal Systems and Their Functions</b>  <i>How Animal Systems Work Dependent of One Another</i></p>
<p><b>Science: Big Ideas</b></p> <ul style="list-style-type: none"> <li>➢ Animals' bodies are made up of various body systems that perform specific functions.</li> <li>➢ These body systems function together and contribute to the animal's survival and well being.</li> </ul>
<p><b>Learner Outcomes</b></p> <p>Students will view themselves as scientists and learn about the body systems of animals through the GLCEs:</p> <ul style="list-style-type: none"> <li>➢ Strand: Animal Systems</li> <li>➢ Key Concepts: <ul style="list-style-type: none"> <li>o interdependence</li> </ul> </li> </ul>

o specialization

➤ Standards:

- o *S.IP.05.11, S.IP.05.12*
- o *S.IA.05.15*
- o *S.RS.05.15*
- o *L.OL.05.41, L.OL.05.42*

**SUGGESTED RESOURCES**

- Curriculum Crafter
- Scotts Foresman (Vernor and Martin)
- Foss Program and Kits (Martin)
- BrainPop
- SuperTeacher Worksheets
- Teachers Pay Teachers
- United Streaming
- YouTube
- Study Island
- Reading A to Z
- Science A to Z
- Reading Street
- AIMS Projects/Activities (Martin)
- Scholastic Magazines
- Studies Weekly
- Promethean Plane
- <http://www.osteachingresearchwriting.org/>
- Unit 4: Animal Systems - Knowledge and Skills Document
- Lesson Packet - Animal Systems - 5
- Sample Assessment Items
- Animal Systems Assessment Packet

**Vocabulary**

- absorption
- animal system
- artery
- backbone
- ball and socket joint
- bile
- blood
- body system
- brain
- breathing
- bronchus

cartilage  
cell  
cerebellum  
cerebrum  
chemical digestion  
circulatory system  
diaphragm  
digestion  
digestive system  
disease  
egg  
endocrine system  
energy movement  
enzyme  
epiglottis  
esophagus  
excretion  
excretory system  
exercise  
exercise  
feces  
function  
gall bladder  
gliding joint  
health  
heart  
hinge joint  
homeostasis  
impulse  
joint  
kidneys pivot joint  
large intestine (colon)  
ligament  
limb  
liver  
lung  
marrow  
mechanical digestion  
medulla

metabolism  
motor nerves  
mouth skull  
movable joint  
muscle  
muscular system  
nervous system  
neuron spinal cord  
organ  
organ system  
organism  
ovaries  
oviducts  
pancreas  
penis  
protection  
rectum  
repair  
repair  
reproductive system  
respiration  
respiratory system  
response (to a stimulus)  
ribs  
saliva  
salivary gland  
sensory nerves vas deferens  
skeletal system  
small intestine  
sperm  
sternum  
stimulus  
stomach  
structure  
support  
system  
tendon  
testes  
tissue

tongue  
trachea  
transport  
unmovable joint  
ureter  
urethra  
urinary bladder  
urine  
vagina  
vein



## 6<sup>th</sup> Grade Science Curriculum Map

November- January

September -October

*Energy in Action* - How does energy interact within systems?

*Ecosystems* - What are the relationships between and among abiotic and biotic factors in an ecosystem?

**Science: Big Ideas**

Energy : is transformed between -potential and kinetic, is transferred as heat by- radiation, conduction and convection, modeled as- particles in motion, explaining -changes in states of matter

Roles and relationships : found in - various populations,communities and ecosystems, that illustrate- energy exchange among producers, consumers, decomposers, within and among -populations, as influenced by- abiotic and biotic factors, can impact-balance within an ecosystem

**Unit Focus Questions**

How is energy transformed from potential to kinetic energy?  
 How is energy transferred from one place to another?  
 How does energy affect the states of matter?

What is an ecosystem?  
 What are the similarities and differences in the way organisms obtain energy?  
 What are the different kinds of relationships between and among populations in an ecosystem?  
 What abiotic and biotic factors make up an ecosystem?  
 What abiotic factors help organisms maintain balance in an ecosystem?  
 How do organisms, including humans, impact the environment in which they live?

<b>Learner Outcomes</b>	
<p>Standards:</p> <p>S.IP.06.11, S.IP.06.12, S.IA.06.11, S.IA.06.13, P.EN.06.11, P.EN.06.12, P.EN.06.41, P.EN.06.42, P.CM.06.11, P.CM.06.12</p> <p>*See attached pacing guides for standard descriptions</p>	<p>S.IP.06.11, S.IP.06.12, S.IP.06.13, S.IP.06.15, S.IP.06.16, S.IA.06.11, S.IA.06.12, S.IA.06.15, L.OL.06.51, L.OL.06.52, L.EC.06.11, L.EC.06.21, L.EC.06.22, L.EC.06.23, L.EC.06.31, L.EC.06.32</p> <p>*See attached pacing guides for standard descriptions</p>
<p>Standards:</p> <p>S.IP.06.11, S.IP.06.12, S.IA.06.11, S.IA.06.13, P.EN.06.11, P.EN.06.12, P.EN.06.41, P.EN.06.42, P.CM.06.11, P.CM.06.12</p> <p>*See attached pacing guides for standard descriptions</p>	<p>S.IP.06.11, S.IP.06.12, S.IP.06.13, S.IP.06.15, S.IP.06.16, S.IA.06.11, S.IA.06.12, S.IA.06.15, L.OL.06.51, L.OL.06.52, L.EC.06.11, L.EC.06.21, L.EC.06.22, L.EC.06.23, L.EC.06.31, L.EC.06.32</p> <p>*See attached pacing guides for standard descriptions</p>
<b>SUGGESTED RESOURCES</b>	
<ul style="list-style-type: none"> <li>• <a href="https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=17662&amp;as/View/File?AttachmentID=17662&amp;">https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=17662&amp;</a></li> <li>• <a href="http://www.osteachingresearchwriting.org/">http://www.osteachingresearchwriting.org/</a></li> <li>• <a href="https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=16917&amp;">https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=16917&amp;</a></li> <li>• Curriculum Crafter</li> <li>• BrainPop</li> <li>• SuperTeacher Worksheets</li> <li>• Teachers Pay Teachers</li> <li>• United Streaming</li> <li>• YouTube</li> <li>• Study Island</li> <li>• Reading A to Z</li> <li>• Science A to Z</li> <li>• Reading Street</li> <li>• Scholastic Magazines</li> <li>• Studies Weekly</li> <li>• Promethean Planet</li> <li>• <a href="#">Sample Assessment Items</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=16917&amp;7662&amp;">https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=16917&amp;7662&amp;</a></li> <li>• <a href="http://www.osteachingresearchwriting.org/">http://www.osteachingresearchwriting.org/</a></li> <li>• <a href="https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=16917&amp;">https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=16917&amp;</a></li> <li>• Curriculum Crafter</li> <li>• BrainPop</li> <li>• SuperTeacher Worksheets</li> <li>• Teachers Pay Teachers</li> <li>• United Streaming</li> <li>• YouTube</li> <li>• Study Island</li> <li>• Reading A to Z</li> <li>• Science A to Z</li> <li>• Reading Street</li> <li>• Scholastic Magazines</li> <li>• Studies Weekly</li> <li>• Promethean Planet</li> <li>• <a href="#">Sample Assessment Items</a></li> </ul>

<b>Vocabulary</b>	
<ul style="list-style-type: none"> <li>• Absorption</li> <li>• Condensation</li> <li>• Cooling</li> <li>• Evaporation</li> <li>• Freezing</li> <li>• Gas</li> <li>• Heating</li> <li>• Liquid</li> <li>• Mass</li> <li>• Matter</li> </ul>	<ul style="list-style-type: none"> <li>• Abiotic</li> <li>• Abiotic components</li> <li>• Bacteria</li> <li>• Biotic</li> <li>• Biotic components</li> <li>• Competition</li> <li>• Ecosystem</li> <li>• Fungus</li> <li>• Great Lakes</li> <li>• Parasite</li> </ul>

• Melting	• Symbiosis
• Physical change	• Balance in ecosystems
• Solid	• Biodiversity
• States of matter	• Carnivore
• Volume	• Commensalism
• Atom	• Competitive relationship
• Closed system	• Coral reefs\
• Molecule	• Dependence
• Boiling point	• Desert
• Calorie	• Dunes
• Condensation	• Ecological niche
• Conservation of energy	• Ecological role
• Cooling	• Ecological succession
• Deposition	• Herbivore
• Evaporation	• Host
• Freezing	• Interdependence
• Heat source	• Introduction of non-native species
• Heating	• Mutualism
• Invisible	• Mutually beneficial relationship natural balance
• Joule	• Omnivore
• Melting	• Parasitic relationship
• Phase change	• Parasitism
• Physical change	• Prairies
• Plasma	• Relationship
• Sublimation	• Species reintroduction
• Conductor	• Symbiotic relationship
• Electrivia energy	• Tropical rainforest
• Energy	• Tundra
• Energy transfer	• Wetlands
• Forms of energy	• Community
• Good conductor	• Consumer

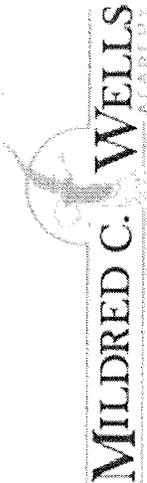
<ul style="list-style-type: none"> <li>• Heat</li> <li>• Light</li> <li>• Matter</li> <li>• Poor conductor</li> <li>• Solar</li> <li>• Sound</li> <li>• Conduction</li> <li>• Convection</li> <li>• Heat transfer</li> <li>• Radiation</li> <li>• Transformation</li> <li>• Chemical energy</li> <li>• Conductivity</li> <li>• Law of conservation of energy</li> <li>• Mechanical energy</li> </ul>	<ul style="list-style-type: none"> <li>• Decomposer</li> <li>• Food chain</li> <li>• Food web</li> <li>• Forest</li> <li>• Habitat</li> <li>• Lake</li> <li>• Organism</li> <li>• Pond</li> <li>• Populations</li> <li>• Predator</li> <li>• Prey</li> <li>• Producer</li> <li>• Source of energy</li> <li>• Survival</li> <li>• Survive</li> </ul>
 <h2 style="margin: 0;">MILDRED C. WELLS</h2> <h3 style="margin: 0;">6th Grade Science Curriculum</h3>	
February -April Earth Materials	April - June Plate Tectonics and Earth History
<b>Science: Big Ideas</b>	
How does an understanding of geology help humans?  How does the rock cycle reflect rock classification systems?	What are the processes affecting systems of the solid earth? <b>Unit Focus Questions</b> What is the evidence for plate tectonics? How do fossils, rocks, and Earth processes help us understand Earth history?

<p>Why are mineral and rock resources essential for human needs?</p> <p>How do earth materials relate to landforms?</p> <p>How do physical and chemical weathering affect the Earth's materials and land forms?</p> <p>How can our understanding of soil help us protect it so that it is sustainable for food production and other needs?</p>	<p>How does the study of the Earth's geological history provide evidence of how life and environmental conditions have changed on Earth?</p>
<p><b>Learner Outcomes</b></p>	
<p>Standards:</p> <p>S.IP.06.12, S.IP.06.13, S.IP.06.15, S.IA.06.13, S.RS.06.15, E.SE.06.11, E.SE.06.12, E.SE.06.13, E.SE.06.14</p> <p>*See attached pacing guides for standard descriptions</p>	<p>Standards:</p> <p>S.IP.06.11, S.IP.06.13, S.IP.06.14, S.IP.06.16, S.IA.06.11, S.IA.06.13, S.IA.06.14, S.RS.06.11, S.RS.06.12, S.RS.06.13, S.RS.06.14, S.RS.06.15, S.RS.06.16, S.RS.06.18, E.SE.06.51, E.SE.06.52, E.SE.06.53, E.SE.06.61, E.SE.06.62, E.ST.06.31, E.ST.06.41, E.ST.06.42</p> <p>*See attached pacing guides for standard descriptions</p>
<p><b>SUGGESTED RESOURCES</b></p>	
<ul style="list-style-type: none"> <li>• <a href="https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=17373&amp;ew/File?AttachmentID=17373&amp;">https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=17373&amp;ew/File?AttachmentID=17373&amp;</a></li> <li>• <a href="https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=18347&amp;">https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=18347&amp;</a></li> <li>• <a href="https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=16923&amp;">https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=16923&amp;</a></li> <li>• <a href="https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=17380&amp;">https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=17380&amp;</a></li> <li>• <a href="https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=17662&amp;">https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=17662&amp;</a></li> <li>• <a href="http://www.osteachingresearchwriting.org/">http://www.osteachingresearchwriting.org/</a></li> <li>• <a href="https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=16917&amp;">https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=16917&amp;</a></li> <li>• Curriculum Crafter</li> </ul>	<ul style="list-style-type: none"> <li>• <a href="https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=17374&amp;">https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=17374&amp;</a></li> <li>• <a href="https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=17525&amp;">https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=17525&amp;</a></li> <li>• <a href="https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=16926&amp;">https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=16926&amp;</a></li> <li>• <a href="https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=17662&amp;">https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=17662&amp;</a></li> <li>• <a href="http://www.osteachingresearchwriting.org/">http://www.osteachingresearchwriting.org/</a></li> <li>• <a href="https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=16917&amp;">https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=16917&amp;</a></li> <li>• Curriculum Crafter</li> <li>• BrainPop</li> <li>• SuperTeacher Worksheets</li> <li>• Teachers Pay Teachers</li> <li>• United Streaming</li> <li>• YouTube</li> <li>• Study Island</li> <li>• Reading A to Z</li> </ul>

<ul style="list-style-type: none"> <li>• BrainPop</li> <li>• SuperTeacher Worksheets</li> <li>• Teachers Pay Teachers</li> <li>• United Streaming</li> <li>• YouTube</li> <li>• Study Island</li> <li>• Reading A to Z</li> <li>• Science A to Z</li> <li>• Reading Street</li> <li>• Scholastic Magazines</li> <li>• Studies Weekly</li> <li>• Promethean Planet</li> <li>• <u>Sample Assessment Items</u></li> </ul>	<ul style="list-style-type: none"> <li>• Science A to Z</li> <li>• Reading Street</li> <li>• Scholastic Magazines</li> <li>• Studies Weekly</li> <li>• Promethean Planet</li> <li>• <u>Sample Assessment Items</u></li> </ul>
Vocabulary	
<ul style="list-style-type: none"> <li>• Boulder</li> <li>• Clay</li> <li>• Earthquake</li> <li>• Erosion</li> <li>• Glacier</li> <li>• Gravel</li> <li>• Heat</li> <li>• Minerals</li> <li>• Mixture</li> </ul>	<ul style="list-style-type: none"> <li>• Attract</li> <li>• Centimeter</li> <li>• Compass</li> <li>• Earthquake</li> <li>• Force</li> <li>• Magnet</li> <li>• Magnetic field</li> <li>• Magnetic force</li> <li>• Magnetic poles</li> </ul>

• Plain	• Repel
• Plateau	• Volcanic eruption
• Rock	• Volcano
• Sand	• Convecting mantle
• Soil	• Crust
• Temperature	• Earth processes
• Texture	• Geological events
• Valley	• Lithosphere
• Vibration	• Lithospheric plates
• Volcano	• Metallic core
• Water	• Mountain building
• Weathered rock	• Navigation
• Weathering	• Plate tectonic movement
• Wind	• Upper mantle
• Abrasion	• Earth's layers
• Crust	• Inner core
• Earth processes	• Lodestone
• Igneous rock	• Magma
• Magma	• Magnetic properties of the Earth
• Metamorphic rock	• Magnetite
• Organic material	• Man-made magnet
• Particle	• Natural magnet
• Particle size	• North pole
• Rock cycle	• Outer core
• Sedimentary rock	• Pangea
• Sediments	• Rock cycle
• Silt	• South pole
• Thermal contraction	• Tectonic plates
• Thermal expansion	• Tremor
• Basin	
• Cementing	

<ul style="list-style-type: none"> <li>• Chemical weathering</li> <li>• Compaction</li> <li>• Decomposed</li> <li>• Deposition</li> <li>• Depositional environment</li> <li>• Destructive force</li> <li>• Humus</li> <li>• Lava</li> <li>• Loam</li> <li>• Magma</li> <li>• Pressure</li> <li>• Richter scale</li> <li>• Rock types</li> <li>• Sedimentation</li> <li>• Seismograph</li> <li>• Water movement</li> <li>• Metamorphic environment</li> <li>• Molten rock</li> <li>• Formation</li> <li>• Glacier movement</li> <li>• Gradual</li> <li>• Crystallization</li> <li>• Constructive force</li> </ul>	Empty space for notes or diagrams
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## 7<sup>th</sup> Grade Science Curriculum Map

September -October October Waves and Energy	November - January Physical and Chemical Properties
<b>Science: Big Ideas</b>	
How does energy interact with matter? energy transfer nuclear energy (solar energy) waves	How do properties describe matter and its changes?
<b>Unit Focus Questions</b>	
How does solar energy produce heat and light on Earth? How are waves produced when energy interacts with various forms of matter? What types of waves are associated with various forms of matter?	What are physical and chemical properties of matter? How are the properties of elements used to organize them on the Periodic Table? What properties are used to confirm chemical changes? What are the reactants and products of a chemical change?
<b>Learner Outcomes</b>	
<b>Standards:</b> S.IP.07.11, S.IP.07.12, S.IP.07.14, S.IP.07.16, S.IA.07.12, S.RS.07.11, S.RS.07.12, P.EN.07.31, P.EN.07.32, P.EN.07.33, P.EN.07.61, P.EN.07.62 *See attached pacing guides with standard details	<b>Standards:</b> S.IP.07.12, S.IP.07.13, S.IP.07.15, S.IA.07.11, S.IA.07.14, S.RS.07.15, P.PM.07.11, P.PM.07.21, P.PM.07.22, P.PM.07.23, P.PM.07.24, P.CM.07.21, P.CM.07.22, P.CM.07.23 *See attached pacing guides with standard details

**SUGGESTED Resources**

<ul style="list-style-type: none"> <li>• Curriculum Crafter</li> <li>• BrainPop</li> <li>• SuperTeacher Worksheets</li> <li>• Teachers Pay Teachers</li> <li>• United Streaming</li> <li>• YouTube</li> <li>• Study Island</li> <li>• Reading A to Z</li> <li>• Science A to Z</li> <li>• Reading Street</li> <li>• Scholastic Magazines</li> <li>• Studies Weekly</li> <li>• Promethean Planet</li> <li>• <u>Sample Assessment Items</u></li> </ul>	<ul style="list-style-type: none"> <li>• Curriculum Crafter</li> <li>• BrainPop</li> <li>• SuperTeacher Worksheets</li> <li>• Teachers Pay Teachers</li> <li>• United Streaming</li> <li>• YouTube</li> <li>• Study Island</li> <li>• Reading A to Z</li> <li>• Science A to Z</li> <li>• Reading Street</li> <li>• Scholastic Magazines</li> <li>• Studies Weekly</li> <li>• Promethean Planet</li> <li>• <u>Sample Assessment Items</u></li> </ul>
<ul style="list-style-type: none"> <li>• <a href="https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=16936&amp;">https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=16936&amp;</a></li> <li>• <a href="https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=17375&amp;">https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=17375&amp;</a></li> <li>• <a href="https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=17748&amp;">https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=17748&amp;</a></li> <li>• <a href="https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=17742&amp;">https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=17742&amp;</a></li> <li>• <a href="https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=16937&amp;">https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=16937&amp;</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=16938&amp;">https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=16938&amp;</a></li> <li>• <a href="https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=17759&amp;">https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=17759&amp;</a></li> <li>• <a href="https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=16939&amp;">https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=16939&amp;</a></li> </ul>

**Vocabulary**

<ul style="list-style-type: none"> <li>• Climate</li> <li>• Cloud</li> <li>• Conduction</li> <li>• Convection</li> </ul>	<ul style="list-style-type: none"> <li>• Atom</li> <li>• Gas</li> <li>• Good conductor</li> <li>• Liquid</li> </ul>
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- Energy
- Energy transfer
- Gas
- Ocean
- Air mass
- Atmosphere
- Barometric pressure
- Chemical composition of the atmosphere
- Cold front
- Elevation
- Frontal boundaries
- Jet stream
- Light energy
- Nitrogen
- Occluded front
- Ocean current
- Oxygen
- Physical composition of the atmosphere
- Solar energy
- Stationary front
- Trace glasses
- Warm front
- Water vapor
- Weather map
- Altitude
- Argon
- Atmospheric composition
- Atmospheric pressure
- Carbon dioxide
- Density
- Dust particle
- Greenhouse effect
- High pressure
- Humidity
- Layers of the atmosphere
- Low pressure
- Methane
- Nuclear fusion
- Nuclear reaction
- Ozone layer
- Salinity
- Solar energy
- Light energy
- Seismic wave

- Matter
- Metal
- Molecule
- Physical property
- Poor conductor
- Solid
- Water
- Atomic arrangement
- Boiling point
- Carbon dioxide
- Chemical property
- Compound
- Conductivity
- Density
- Element
- Flammability
- Gas formation
- Highly reactive metal
- Highly reactive nonmetal
- Less reactive metal
- Non reactive gas
- Non metal
- Nonmetal reactive gases
- Periodic table of the elements
- pH
- physical change
- physical properties of compounds
- physical properties of elements
- products
- reactants
- reactivity
- table salt
- acid-base indicator
- atomic theory
- bond
- chemical formula
- chemical symbol
- classification of substances
- conservation of mass
- neutron
- nonmetal reactivity
- nucleus
- parts of an atom
- proton

<ul style="list-style-type: none"> <li>• Sound wave</li> <li>• Water wave</li> <li>• Wave</li> <li>• Wavelength</li> </ul>	<ul style="list-style-type: none"> <li>• reaction rate</li> <li>• solution</li> <li>• suspension</li> </ul>
 <h2 style="margin: 0;">7<sup>th</sup> Grade Science Curriculum Map</h2>	
<p>February - April</p>	<p>April - June</p>
<p><b>Science: Big Ideas</b></p>	
<p><b>The Structure and Function of Living Things</b></p>	<p><b>The Hydrosphere and Global Change</b></p>
<p><b>Unit Focus Questions</b></p>	
<p>How do cells accomplish life functions and sustain life?          What are the similarities and differences between single-celled and multicellular organisms?          How are cells organized to accomplish the life functions of organisms?          How do cells get the energy they need to survive, grow and reproduce?          How are the cells of multi-cellular organisms specialized?          How do organisms grow?          How do cells reproduce themselves?          How is genetic information passed from cells to cells?          How is sexual reproduction different than asexual reproduction?</p>	<p>How does energy originating from the sun move within the fluid earth and biosphere?   <i>How does energy from the sun drive global climate?</i>   <i>What atmospheric factors are necessary to measure and monitor in order to make weather predictions?</i>   <i>How do humans interact with and depend upon the hydrosphere?</i></p>
<p><b>Learner Outcomes</b></p>	
<p>Standards:           S.IP.07.11, S.IP.07.12, S.IP.07.15, S.IA.17.13, S.RS.07.13, S.RS.07.15, P.EN.07.43, L.OL.07.21, L.OL.07.22, L.OL.07.23, L.OL.07.24, L.OL.07.31, L.OL.07.32, L.OL.07.61, L.OL.07.62, L.OL.07.63, L.HE.07.21, L.HE.07.22</p>	<p>Standards:           S.IP.07.11, S.IP.07.13, S.IA.07.11, S.IA.07.12, S.IA.07.14, S.IA.07.15, S.RS.07.11, S.RS.07.14, S.RS.07.15, S.RS.07.16, S.RS.07.17, S.RS.07.18, E.ES.07.11, E.ES.07.12, E.ES.07.13, E.ES.07.41, E.ES.07.42, E.ES.07.71, E.ES.07.72, E.ES.07.73, E.ES.07.74, E.ES.07.81, E.ES.07.82, E.FE.07.11, E.FE.07.12</p>

\*See attached pacing guides with standard details

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### SUGGESTED RESOURCES

- Curriculum Crafter
- BrainPop
- SuperTeacher Worksheets
- Teachers Pay Teachers
- United Streaming
- YouTube
- Study Island
- Reading A to Z
- Science A to Z
- Reading Street
- Scholastic Magazines
- Studies Weekly
- Promethean Planet
- Sample Assessment Items
- <https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=18164&>
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- <https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=17126&>
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- <https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=17426&>
- Curriculum Crafter
- BrainPop
- SuperTeacher Worksheets
- Teachers Pay Teachers
- United Streaming
- YouTube
- Study Island
- Reading A to Z
- Science A to Z
- Reading Street
- Scholastic Magazines
- Studies Weekly
- Promethean Planet
- Sample Assessment Items
- <https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=16946&>
- <https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=18207&>
- <https://oaklandk12-public.rubiconatlas.org/Atlas/View/File?AttachmentID=16943&>

Vocabulary

- Adult
- Advantage
- Egg
- Heredity
- Inherited trait
- Reproduction
- Reproductive system
- Young
- Asexual reproduction
- Development
- Differentiate
- Disadvantage
- Fertilization
- Generations
- Growth
- Sexual reproduction
- Breeding
- Co-Dominant gene
- Controlled selection
- Dominant
- Embryo
- Gene
- Gene pair
- Genetic material
- Genotype
- Germination
- Nucleus
- Offspring
- Ovary
- Pistil
- Pollen
- Reproductive stress
- Sperm cell
- Stamen
- Body system
- Circulatory system
- Digestive system
- Excretory system
- Function
- Movement
- Muscular system
- Nervous system
- Organism
- Cloud formation
- Condensation
- Evaporation
- Groundwater
- Infiltration
- Surface run-off
- Transpiration
- Water cycle
- Water vapor
- Watershed
- Wetlands
- Agricultural run-off
- Continental glacier
- Deposition
- Hold water
- Iceberg
- Irrigation
- Polar cap
- Solar energy
- Sublimation
- Atmosphere
- Construction
- Dam
- Deforestation
- Farming
- Overpopulation
- Surface mining
- Urban development
- Landfill
- Acid rain
- Air pollution
- Land use
- Risk-benefit
- Ecology
- Endangered species
- Opportunity cost
- Methane greenhouse gases

- Respiratory system
- Skeletal system
- Structure
- System
- Unicellular organism
- Cell
- Cell division
- Cell growth
- Development
- Growth
- Microscope
- Multicellular organism
- Organ
- Nutrient
- Organ system
- Specialized cell
- Specialized function
- Tissue
- Unicellular organism
- Carbohydrate
- Carbon dioxide
- Cell
- Chemical energy
- Fat
- Light energy
- Photosynthesis
- Products
- Protein
- Reactants
- Sugar

# Tab E

**SECTION E**

**METHODS OF PUPIL ASSESSMENT**

### **Schedule 7e: Methods of Pupil Assessment**

Mildred C. Wells Academy (K- 7) will comply with requirements that the Michigan Test of Educational Progress (M-STEP) test be administered to appropriate grade levels. The Academy understands that these test scores do not assess the educational gains evidenced by students throughout the academic year. Data related to educational gains are vital in understanding the success of any educational program. M-STEP results provide a snapshot of students' performance at a single point in time.

The Academy will administer Northwest Evaluation Association (NWEA) as required by the authorizer (fall, winter, and spring). Over time, longitudinal changes in performance can and will be tracked for students who are at the Academy for extended periods of instruction (over one year).

The Academy has begun implementing quarterly assessments in math and ELA to ensure coverage and measuring proficiency of Michigan State Standards using an online assessment platform. In the upcoming year(s), social studies and science quarterly assessments will be implemented.

School-specific assessments will include both formal and informal assessments by teachers in the classroom. Informal assessments include observations of students at work, discussion sessions in class, speaking to individual students, administering diagnostic tests over the course of the school year to test progress in math, reading inventories and writing assessments.

# Tab F

**SECTION F**

**APPLICATION AND ENROLLMENT OF STUDENTS**

# Application and Enrollment Requirements

## Mildred C. Wells Preparatory Academy

### Enrollment Limits

The Academy will offer kindergarten through fifth grade. The maximum enrollment shall be 350 students. The Academy will annually adopt maximum enrollment figures prior to its application and enrollment period.

### Requirements

Section 504 of the Revised School Code states that public school academies shall neither charge tuition nor discriminate in pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a handicapped person, or any other basis that would be illegal if used by a Michigan public school district.

- Academy enrollment shall be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, a public school academy shall not enroll a pupil who is not a Michigan resident.
- Academy admissions may be limited to pupils within a particular age range/grade level or on any other basis that would be legal if used by a Michigan public school district.
- The Academy Board may establish a policy providing enrollment priority to siblings of currently enrolled pupils or children of Academy Board members or Academy employees.
- The Academy shall allow any pupil who was enrolled in the immediately preceding academic year to re-enroll in the appropriate age range/grade level unless that grade is not offered.
- No student may be denied participation in the application process due to lack of student records.
- If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.

## Application and Enrollment Requirements

### 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.

## Application and Enrollment Requirements

### 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.

## Application and Enrollment Requirements

### 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.

# Tab G

**SECTION G**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**

## SECTION 7g: SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

### School Calendar

The Academy's school calendar shall comply with the Code and the School Aid Act of 1979. The Academy Board must submit a copy of the Academy's school calendar to the College Board.

### School Day Schedule

The Academy Board must structure the Academy's school day schedule to meet the required number of instructional days and hours as set forth in the Code and the Act. The Academy Board must submit the school day schedule to the College Board prior to the commencement of each academic year.

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# Tab H

**SECTION H**

**AGE OR GRADE RANGE OF PUPILS**

### **SCHEDULE 7h: AGE OR GRADE RANGE OF PUPILS**

The Academy will enroll students in kindergarten through seventh grade. The Academy may add grades with the prior written approval of the Charter Schools Office Director or the College Board.

Students of the Academy will be children who have reached the age of five (5) as set forth in MCL.380.1147.

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