



CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS

ISSUED TO

KENSINGTON WOODS SCHOOLS
(A PUBLIC SCHOOL ACADEMY)

BY THE

CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

JULY 1, 2022

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REAUTHORIZING RESOLUTION

REAUTHORIZATION OF PUBLIC SCHOOL ACADEMY

Kensington Woods Schools

Recitals:

1. At its February 14, 2019, meeting this board authorized the issuance of a contract to charter as a public school academy to Kensington Woods Schools. On July 1, 2019, the contract was effective.
2. The contract of this academy expires June 30, 2022.
3. The Governor John Engler Center for Charter Schools has completed its evaluation and assessment of the operation and performance of Kensington Woods Schools.
4. The university president or designee has recommended the reissuance of a contract to charter as a public school academy to Kensington Woods Schools. The term of the contract is recommended for a term not to exceed five (5) years.

BE IT RESOLVED, That this board approves and authorizes the execution of a contract to charter as a public school academy to Kensington Woods Schools for a term not to exceed five (5) years and authorizes the chair of the board to execute a contract to charter as a public school academy and related documents between Kensington Woods Schools and the Central Michigan University Board of Trustees, provided that, before execution of the contract, the university president or designee affirms that all terms of the contract have been agreed upon and Kensington Woods Schools is able to comply with all terms and conditions of the contract.

CMU BDT APPROVED

Date: April 21, 2022

Signature: Mary Jane Flanagan



BOARD OF TRUSTEES

PROPOSAL FOR BOARD ACTION: CONSENT AGENDA

Public School Academy Board of Directors: Method of Selection, Appointment, and Removal

Project Description:

After reviewing the exigent appointment process, the Center for Charter Schools believes that this process cannot adequately protect the University Board from a situation where an academy governing board and the educational service provider simultaneously resign. The challenges in recruiting, interviewing and appointing a new board (or at least three members who could meet as a quorum), and have the new board contract with a new educational service provider, is time consuming and cannot be accomplished quickly. Accordingly, the Center recommends that the University Board charter contracts include a revision to a provision regarding the appointment of a conservator/manager on a temporary basis to address situations such as the en masse resignation of an academy governing board.

The conservator/manager would have all the powers and duties of the academy’s governing board and would function in the board’s place upon appointment. The conservator/manager would be designated by the University President or his or her designee upon consultation with the University Board Chair. The current conservator/manager provision required the action of the full University Board to appoint a conservator/manager. In order for this change to occur, the University Board’s Method of Selection, Appointment and Removal Policy must be amended.

Proposed by: Provost Gealt

PROPOSED RESOLUTION: CONSENT AGENDA

Public School Academy Board of Directors: Method of Selection, Appointment, and Removal

BE IT RESOLVED, That the policy titled Public School Academy Board of Directors: Method of Selection, Appointment, and Removal as amended and dated February 15, 2018, is adopted and replaces the Public School Academy Board of Directors: Method of Selection, Appointment and Removal approved and dated December 7, 2006, July 12, 2007 and July 14, 2011; and Be it further

RESOLVED, That these provisions shall be implemented with new charter contracts and shall be phased in as existing charter contracts are reissued. This applies to new and existing charter contracts issued under Part 6A, Part 6E or MCL 380.1311b to MCL 380.1311m of the Revised School Code. The charter schools office is authorized to negotiate changes in the terms and conditions of charter contracts to fully implement these provisions.

CMU BDT APPROVED

Date: 2/15/18

Signature: M. J. Mangano

Public School Academy Board of Directors: Method of Selection, Appointment and Removal

The Central Michigan University Board of Trustees declares that the method of selection, length of term, and number of board members shall be as follows.

Method of Selection and Appointment

The Central Michigan University Board of Trustees ("University Board") shall prescribe the method of appointment for members of an academy's board of directors. The director of the charter schools office is authorized to develop and administer an academy board selection and appointment process that includes an *Application for Public School Academy Board Appointment* and is in accord with these policies:

- a. The University Board shall appoint the initial and subsequent academy board of directors by resolution, except as prescribed by subparagraphs d and e. The director of the charter schools office shall recommend qualified individuals to the University Board, and ensure that the board of directors includes representation from the local community where the academy is located.
- b. The academy board of directors, by resolution and majority vote, shall nominate its subsequent members, except as provided otherwise. The academy board of directors shall recommend to the director of the charter schools office at least one nominee for each vacancy. Nominees shall submit the *Application for Public School Academy Board Appointment* for review by the charter schools office. The director of the charter schools office may or may not recommend the appointment of a nominee submitted by the academy board. If the director of the charter schools office 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.
- c. An individual appointed to fill a vacancy created other than by the expiration of a term shall be appointed for the unexpired term of that vacant position.
- d. Under exigent conditions, and with the approval of the University Board's chair and the president, the director of the charter schools office may appoint a qualified individual to an academy's board of directors. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. The University Board reserves the right to review, rescind, modify, ratify, or approve any appointments made under this provision.
- e. In the event that the health, safety and welfare of an academy's students, property or funds are at risk, the president, after consulting with the University Board's chair, may appoint a person to serve as a conservator for the academy. Upon appointment, the conservator shall have all the powers of the academy's board of directors and shall act in the place and stead of the academy's board of directors. After the President appoints a conservator, the full Board of Trustees shall receive notice of the appointment as soon as possible. The president shall appoint the conservator for a definite term which may be extended in writing. During the conservator's appointment, the academy's board of directors, and all powers of the academy's board of directors, are suspended. The charter contract shall set forth any additional powers granted to the conservator during their appointment. All appointments made under this

Date: 2/15/18

Signature: My Hanagar

provision must be presented to the University Board for final determination at its next regularly scheduled meeting.

Length of Term

The director of an academy board shall serve at the pleasure of the University Board. Terms of the initial positions of the academy board of directors shall be staggered in accordance with *The Academy Board of Directors Table of Staggered Terms and Appointments* established and administered by the director of the charter schools office. Subsequent appointments shall be for a term of office not to exceed four (4) years, except as prescribed by *The Academy Board of Directors Table of Staggered Terms and Appointments*.

Removal and Suspension

If the University Board determines that an academy board member's service in office is no longer necessary, then the University Board may remove an academy board member with or without cause and shall specify the date when the academy board member's service ends. An academy board member may also be removed as part of a reconstitution under the charter contract or from office by a two-thirds (2/3) vote of the academy's board of directors for cause.

With the approval of the University Board's chair and the president, the director of the charter schools office may suspend an academy board member's service, if in his/her judgment the person's continued presence would constitute a risk to persons or property, or would seriously impair the operation of the academy. Any suspension made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. The University Board reserves the right to review, rescind, modify, ratify, or approve any suspensions made under this provision.

Number of Directors

The number of members of the academy board of directors shall not be less than five (5) nor more than nine (9). If the academy board of directors fails to maintain its full membership by making appropriate and timely nominations, the University Board or its designee may deem that failure an exigent condition.

Qualifications of Academy Board 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 charter schools office including, but not limited to, the *Application for Public School Academy Board Appointment* which must include authorization to process a criminal background check; and (d) annually submit a conflict of interest disclosure as prescribed by the charter schools office.

The members of an academy board of directors shall not include: (a) employees of the academy; (b) any director, officer, or employee of an educational management organization or educational management corporation that contracts with the academy; (c) a Central Michigan University official or employee, as a representative of Central Michigan University.

CMU BDT APPROVED

Date: 2/15/18

Signature: m J. Flanagan

Oath of Public Office

All members of the academy board of directors must take the constitutional oath of office and sign the *Oath of Public Office* before beginning their service. No appointment shall be effective prior to the filing of the *Oath of Public Office* with the charter schools office.

Note: These provisions shall be implemented with new charter contracts and shall be phased in as existing charter contracts are reissued or amended. The charter schools office is authorized to negotiate changes in the terms and conditions of charter contracts to fully implement these provisions.

Amended by Board of Trustees: 18-0215

Adopted by Board of Trustees: 98-0918, 06-1207, 07-0712 and 11-0714

CMU BDT APPROVED

Date: 2/15/18

Signature: My Haneja

TERMS AND CONDITIONS OF CONTRACT

**TERMS AND CONDITIONS
OF CONTRACT**

DATED: JULY 1, 2022

ISSUED BY

CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

**CONFIRMING THE STATUS OF
KENSINGTON WOODS SCHOOLS**

AS A

PUBLIC SCHOOL ACADEMY

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

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

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

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

WHEREAS, the Central Michigan University Board of Trustees has considered and has approved the issuance of a contract to Kensington Woods Schools;

NOW, THEREFORE, pursuant to the Revised School Code, the Central Michigan University Board of Trustees issues a Charter Contract conferring certain rights, franchises, privileges, and obligations and confirms the Kensington Woods Schools' status as a public school academy. In addition, the parties agree that the issuance of this Charter Contract is subject to the following terms and conditions:

ARTICLE I DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Charter 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 Kensington Woods Schools which is established as a public school academy pursuant to this Charter Contract.
- (b) "Academy Board" means the Board of Directors of the Academy.
- (c) "Applicable Law" means all state and federal law applicable to public school academies, including all rules, regulations, and orders promulgated thereunder.
- (d) "Application" means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- (e) "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.
- (f) "Community District" means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (g) "Conservator" means an individual appointed by the President of Central Michigan University in accordance with Section 10.8 of these Terms and Conditions of Contract.

- (h) "Contract" means, in addition to the definition set forth in the Code, these Terms and Conditions of Contract, the Reauthorizing Resolution, the Method of Selection, Appointment, and Removal Resolution, the Charter Contract Schedules 1-8, as defined below, the Educational Service Provider Policies, the Master Calendar of Reporting Requirements and the Application.
- (i) "Department" means the Michigan Department of Education.
- (j) "Director" means a person who is a member of the Academy Board.
- (k) "Educational Service Provider" or "ESP" means an educational management organization, or employee leasing company, 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, and which agreement has been submitted to the Center for review, has not been disapproved by the director of The Governor John Engler Center for Charter Schools, is consistent with the Educational Service Provider Policies, as they may be amended from time to time, and with Applicable Law.
- (l) "Educational Service Provider Policies" or "ESP Policies" means the Educational Service Provider Policies, adopted by The Governor John Engler Center for Charter Schools at Central Michigan University that apply to an agreement that has been entered into between an ESP and the Academy Board. The Educational Service Provider Policies may be amended from time to time. 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 of Contract.
- (m) "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 action or inactions of the Academy or the Academy Board, then such gift or grant shall not constitute a borrowing or contribution for purposes of determining a Fund Balance Deficit.
- (n) "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 and that has been submitted to The Governor John Engler Center for Charter Schools for review and has not been disapproved by the director of The Governor John Engler Center for Charter Schools.
- (o) "Master Calendar" means the Master Calendar of Reporting Requirements as annually issued by The Governor John Engler Center for Charter Schools setting forth reporting and document submission requirements for the Academy.
- (p) "Method of Selection, Appointment, and Removal Resolution" means the policy adopted by resolution of the University Board on September 18, 1998, and amended on February 15, 2018, establishing the standard method of selection and appointment, length of term, removal and suspension, number of directors and qualifications of Academy Board members for public school academies issued a Contract by the University Board.

- (q) "Reauthorizing Resolution" means the resolution adopted by the Central Michigan University Board of Trustees on April 21, 2022, approving the issuance of a Contract to the Academy.
- (r) "Schedules" means the following Contract documents: Schedule 1: Restated Articles of Incorporation, Schedule 2: Amended Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight, Compliance and Reporting Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description, Schedule 7: Required Information for a Public School Academy, and Schedule 8: Information Available to the Public and the Center.
- (s) "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.
- (t) "State School Aid Fund" means the State School Aid Fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963, as amended.
- (u) "State School Reform/Redesign Office" means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02 codified at MCL 18.445, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-02, codified at MCL 388.1282.
- (v) "Superintendent" means the Michigan Superintendent of Public Instruction.
- (w) "Terms and Conditions" means this document entitled "Terms and Conditions of Contract, Dated July 1, 2022, Issued by the Central Michigan University Board of Trustees Confirming the Status of Kensington Woods Schools as a Public School Academy."
- (x) "The Governor John Engler Center for Charter Schools" or "the Center" means the office designated by the Central Michigan University Board of Trustees as the initial point of contact for public school academy applicants and public school academies authorized by the Central Michigan University Board of Trustees. The Center is also responsible for administering the Central Michigan University Board of Trustees' responsibilities with respect to the Contract.
- (y) "The Governor John Engler Center for Charter Schools Director" or "the Center Director" means the person designated at Central Michigan University to administer the operations of the Center.
- (z) "University" means Central Michigan University, established pursuant to Article 8, sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.551 et seq.
- (aa) "University Board" means the Central Michigan University Board of Trustees.
- (bb) "University Charter Schools Hearing Panel" or "Hearing Panel" means such persons as designated by the University President.
- (cc) "University President" means the President of Central Michigan University or his or her designee. In section 1.1(bb) above, "University President" means the President of Central Michigan University.

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 masculine, feminine, or neuter pronouns in this Contract shall be interpreted without regard to gender, 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 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 University Board for the establishment of the Academy is incorporated into, and made part of, this Contract. To the extent there is a difference between the Contract and the Application, 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 Method of Selection, Appointment, and Removal Resolution shall control over any other conflicting language in the Contract; (ii) the Reauthorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection, Appointment, and Removal Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection, Appointment, and Removal Resolution and the Reauthorizing Resolution; and (iv) the Restated Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection, Appointment, and Removal Resolution, Reauthorizing Resolution and these Terms and Conditions.

ARTICLE II RELATIONSHIP BETWEEN THE ACADEMY AND THE UNIVERSITY BOARD

Section 2.1. Constitutional Status of Central Michigan University. Central Michigan University is a constitutionally established body corporate operating as a state public university. The University Board is an authorizing body as defined by the Code. In approving this Contract, the University Board voluntarily exercises additional powers given to the University under the Code. Nothing in this Contract shall be deemed to be any waiver of Central Michigan University's powers or independent status and the Academy shall not be deemed to be a part of Central Michigan University. If applicable, the University Board has provided to the Department the accreditation notice required under the Code.

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

Section 2.3. Financial Obligations of the Academy Are Separate From the State of Michigan, University Board and the University. Any contract, 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 University Board, or the University. 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 University Board or the University shall ever be pledged for the payment of any Academy contract, mortgage, loan or other instrument of indebtedness.

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

Section 2.5. New Public School Academies Located Within the Boundaries of a Community District. If the circumstances listed below in (a) or (b) apply to the Academy's site, the Academy represents to the University Board, intending that the University Board rely on such representation as a precondition to issuing a contract for a new public school academy, that the Academy will have substantially different governance, leadership and curriculum than the public school previously operating at the site:

- (a) The Academy's proposed site is the same location as a public school that (i) is currently on the list under Section 1280c(1), MCL 380.1280c(1) or Section 1280g(3), MCL 380.1280g(3) of the Code, as applicable; or (ii) has been on the list under Section 1280c(1) or 1280g(3) of the Code, as applicable, during the immediately preceding 3 school years.
- (b) The Academy's proposed site is the same location of another public school academy, urban high school academy, school of excellence or strict discipline academy whose contract was revoked or terminated by an authorizing body.

ARTICLE III ROLE OF THE UNIVERSITY BOARD AS AUTHORIZING BODY

Section 3.1. University Board Resolutions. The University Board has adopted a resolution, hereinafter the Method of Selection, Appointment, and Removal Resolution, providing for the method of selection and appointment, length of term, removal and suspension, number of Directors and the qualifications of Directors. The University Board has adopted a Reauthorization Resolution which approves the issuance of this Contract. The Reauthorization Resolution and the Method of Selection, Appointment, and Removal Resolution are hereby incorporated into this Contract. The University Board may, from time to time, amend the Method of Selection, Appointment, and Removal Resolution changing the method of selection, length of term, number of Directors and the qualifications of Directors. Any subsequent resolution of the University Board changing the Method of Selection, Appointment, and Removal Resolution shall automatically be incorporated into this Contract without the need for an amendment under Article IX of the Terms and Conditions.

Section 3.2. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. As fiscal agent, the University Board assumes no responsibility for the financial condition of the Academy. The University Board is not liable for any debt or liability incurred by or on behalf of the Academy Board, or for any expenditure approved by or on behalf of the Academy Board. Except as provided in the Oversight, Compliance and Reporting Agreement and Article X of these Terms and Conditions, the University Board shall promptly, within ten (10) business days of receipt, forward to the Academy all state school aid funds or other public or private funds received by the University Board for the benefit of the Academy. The responsibilities of the University 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 University Board. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The responsibilities of the Academy and the University Board are set forth in the Oversight, Compliance and Reporting Agreement and incorporated herein as Schedule 4.

Section 3.4. University Board Administrative Fee. The Academy shall pay the University Board an administrative fee to compensate the University Board for overseeing the Academy's compliance with the Contract and all Applicable Law.

Section 3.5. University 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 University Board. The Academy shall submit a written request to the Center describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. Provided the Academy Board submits the written request to the Center at least sixty (60) days before the University Board's next regular meeting, the University Board may vote on whether to give express written permission for the acquisition at its next regular meeting.

Section 3.6. Authorization to Employ or Contract. The University Board authorizes the Academy Board to employ or contract for personnel according to the position information outlined in Schedule 5. The Academy Board shall prohibit any individual from being employed by the Academy or an Educational Service Provider in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. With respect to Academy employees, the Academy shall have the power and responsibility to (i) recruit, select and engage employees; (ii) pay their wages, benefits, and applicable taxes; (iii) evaluate performance; (iv) discipline and dismiss employees; and 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 Board may contract with an Educational Service Provider to provide comprehensive educational, administrative, management, or instructional services or staff to the Academy. Before entering into a Management Agreement with an Educational Service Provider, the Academy Board shall first comply with the Educational Service Provider Policies issued by the Center. Any Management Agreement entered into by the Academy shall also comply with Section 11.2 and 12.10 of these Terms and Conditions. A copy of the Management Agreement between the Academy Board and the Educational Service Provider shall be incorporated into this Contract under Schedule 5. Any changes to the Management Agreement shall be incorporated into this Contract by amendment in accordance with Article IX, as applicable.

Section 3.7. Teacher Certification. Except as otherwise provided by law, the Academy shall use certificated teachers according to State Board rule.

Section 3.8. Administrator and Teacher Evaluation Systems. The Academy Board shall adopt, implement and maintain a rigorous, transparent, and fair performance evaluation system for its teachers and school administrators that complies with Applicable Law. If the Academy enters into a Management Agreement with an Educational Service Provider, the Academy Board shall ensure that the Educational Service Provider complies with this section.

Section 3.9. Reimbursement of University Board Services. The University Board shall be reimbursed for the actual cost of University services associated with responding to third party subpoenas and freedom of information act (FOIA) requests under the following circumstances:

If the University receives a subpoena or FOIA request from a third party (including the Academy, its counsel, the Academy's ESP or its counsel) demanding the production of Academy documents related to pending litigation or proceedings involving the Academy, the Academy's ESP (or any subcontractor of the ESP or other contractors of the Academy) or a third party, the University may charge the Academy for the actual cost of the services associated with the University's response to the subpoena or FOIA request(s) (including actual attorney's fees in fulfilling the request). The parties agree that the Academy may reduce or avoid the obligation to pay for services by the University Board associated with such responses by directly producing Academy documents to the requesting party.

ARTICLE IV REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY

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

Section 4.2. Other Permitted Activities.

- (a) Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Except as provided for the agreements identified below in Section 4.2(b), the Academy may enter into agreements with other public schools, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.
- (b) The Academy shall submit to the Center for prior review the following agreements:
 - (i) In accordance with the Educational Service Provider Policies, a draft copy of any ESP Agreement and any subsequent amendments;
 - (ii) In accordance with the Master Calendar, a draft copy of any Academy deed or lease, amendments to existing leases or any new leasing agreements for any Academy facility; and
 - (iii) In accordance with the Master Calendar, draft long-term or short-term financing closing documents and intercept requests.

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 Method of Selection, Appointment and Removal Resolution and Contract Schedule 2: Amended Bylaws. As set forth in the Method of Selection, Appointment and Removal Resolution, a Director serves at the pleasure of the University Board, and may be removed with or without cause at any time.

Section 4.4. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, being MCL 15.181 et seq. of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities statute, being MCL 15.321 et seq. of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to

conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited conflicts of interest for purposes of this Contract:

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

Section 4.5. Prohibition of Identified Family Relationships. The Academy Board shall prohibit specifically identified family relationships pursuant to applicable law and the Terms and Conditions of this Contract. Language in this Section controls over section 1203 of the Code. 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 domestic partner:
 - (i) Is employed by the Academy;
 - (ii) Works at or is assigned to work at the Academy;
 - (iii) Has an ownership, officer, policymaking, managerial, administrative non-clerical, or other significant role with the Academy's Educational Service Provider or employee leasing company;
 - (iv) Has an ownership or financial interest in any school building lease or sublease agreement with the Academy; or
 - (v) Is a current Academy Board member.
- (b) The Academy Board shall require each individual who works at the Academy to annually disclose any familial relationship with any other individual who works at, or provides services to, the Academy. For purposes of this subsection, familial relationship means a person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or domestic partner.

Section 4.6. Oath of Public Office. Before entering upon the duties of a public school board member, each Academy Board member shall take the constitutional oath of office as required by the Code and as set forth in the Method of Selection, Appointment and Removal Resolution.

Section 4.7. Academy Counsel. The Academy Board shall select, retain and pay legal counsel to represent the Academy. The Academy shall not retain any attorney to represent the Academy if the attorney or the attorney's law firm also represents the Academy's Educational Service Provider or any person or entity leasing real property to the Academy, if any.

ARTICLE V CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1. Nonprofit Corporation. The Academy shall be organized and operate 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 Restated Articles of Incorporation of the Academy, as set forth in Schedule 1, shall be the Articles of Incorporation of the Academy.

Section 5.3. Bylaws. The Amended Bylaws of the Academy, as set forth in Schedule 2, shall be the Bylaws of the Academy.

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 Goal and Related Measures. The Academy shall achieve, or demonstrate measurable progress for all groups of pupils toward the achievement of, the educational goal and related measures identified in Schedule 7b and the results of the academic assessments identified in Schedule 7e. Upon request, the Academy shall provide the Center with a written report, along with supporting data, assessing the Academy's progress toward achieving this goal.

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

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

Section 6.5. Methods of Pupil Assessment. The Academy shall properly administer the academic assessments identified in Schedule 7e and in accordance with the requirements detailed in the Master Calendar. The Academy also shall assess pupil performance using all applicable testing that the Code or the Contract require. The Academy shall provide the Center direct access to the results of these assessments, along with any other measures of academic achievement reasonably requested by the Center.

Section 6.6. Application and Enrollment of Students. The Academy shall comply with the application and enrollment requirements identified in Schedule 7f.

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

Section 6.8. Age or Grade Range of Pupils. The Academy shall comply with the age or 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 State School Aid Act of 1979, as amended, the Uniform Budgeting and Accounting Act, MCL 141.421, et seq., and applicable State Board and Michigan Department of Education rules.

Section 6.11. Annual Financial Statement Audit. The Academy shall conduct an annual financial statement audit prepared and reviewed by an independent certified public accountant. The Academy Board shall select, retain and pay the Academy's independent auditor. The Academy Board shall not approve the retention of any independent auditor if that independent auditor or auditor's firm is also performing accounting and/or auditing services for the Academy's Educational Service Provider, if applicable. The Academy shall submit the annual financial statement audit and auditor's management letter to the Center in accordance with the Master Calendar. The Academy Board shall provide to the Center a copy of any responses to the auditor's management letter in accordance with the Master Calendar.

Section 6.12. Address and Description of Physical Plant. The address and description of the physical plant for the Academy is set forth in Schedule 6. With the approval of the University 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. University Board consideration regarding requests to add additional site(s) shall include, but not be limited to, the Academy Board's demonstration that it meets all statutory requirements under the Code.

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 Central Michigan University.

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 its Targeted Educational Outcomes. The Academy shall perform the compliance certification duties required by the University Board as outlined in the Oversight, Compliance and Reporting Agreement set forth as Schedule 4. In addition to the University Board's oversight responsibilities and other Academy compliance and reporting requirements set forth in this Contract, the Academy's compliance with the annual Master

Calendar shall serve as one means by which the University will monitor the Academy's compliance with Applicable Law.

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 Center for review. Any matriculation agreement entered into by the Academy shall be added to Schedule 7f through a contract amendment approved in accordance with the Contract.

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.

ARTICLE VII TUITION PROHIBITED

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

ARTICLE VIII COMPLIANCE WITH APPLICABLE LAWS

Section 8.1. Compliance with Applicable Law. The Academy shall comply with all applicable state and federal laws. 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 University 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 appropriate 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 University 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 University Board through its designee. The University Board delegates to the Center Director the review and approval of changes or amendments to this Contract. In the event that a proposed change is not accepted by the Center Director, the University Board may consider and vote upon a change proposed by the Academy following an opportunity for a presentation to the University Board by the Academy.

Section 9.3. Process for Amendment Initiated by the University Board. The University 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 University Board delegates to the Center Director the review and approval of changes or amendments to this Contract. The Academy Board may delegate to a Director of the Academy the review and negotiation of changes or amendments to this Contract. The

Contract shall be amended as requested by the University 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 University Board or the Center Director. If the proposed amendment conflicts with any of the University Board's general policies on public school academies, the proposed amendment shall take effect only after approval by the Academy Board and the University 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 the responsibilities and obligations of either the Academy or the University 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 University Board shall conform to and be carried out in accordance with the change in Applicable Law.

Section 9.6. Emergency Action on Behalf of University 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 University Board. An emergency situation shall be deemed to occur if the University President, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the University Board. Upon the determination that an emergency situation exists, the University President may temporarily take action on behalf of the University Board with regard to the Academy or the Contract, so long as such action is in the best interest of the University Board and the University President consults with the University Board Chairperson prior to taking the intended actions. When acting during an emergency situation, the University President shall have the authority to act in place of the University 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 University Board; or (b) the next meeting of the University Board. The University President shall immediately report such action to the University Board for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the University Board, becomes permanent.

ARTICLE X CONTRACT REVOCATION, TERMINATION, AND SUSPENSION

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 University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- (a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or abide by and meet the educational goal 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 to 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 University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- (a) The Academy fails to achieve or demonstrate measurable progress toward achieving the educational goal 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 Center that the Academy failed to fulfill the compliance and reporting requirements or there was a violation of a prior Contract issued by the University Board;
- (f) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, without first obtaining the Center's approval;
- (g) The Center Director discovers grossly negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract; or
- (h) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the Center in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law.

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

Following receipt of the State's Automatic Closure Notice, the Center Director shall forward a copy of the notice to the Academy Board and request a meeting with the Academy Board representatives to discuss the Academy's plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy's existing sites are included in that notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and

requests for reconsideration of the State’s Automatic Closure Notice, including the granting of any hardship exemption by the Department rescinding the State’s Automatic Closure Notice (“Pupil Hardship Exemption”), shall be directed to the Department, in a form and manner determined by the Department. If the Department rescinds the State’s Automatic Closure Notice for an Academy site or sites by granting a Pupil Hardship Exemption, the Academy is not required to close the identified site(s), but shall present to the Center a proposed Contract amendment incorporating the Department’s school improvement plan, if applicable, for the identified site(s).

If the Department elects not to issue a Pupil Hardship Exemption and the Center Director determines, in his or her discretion, that the closure of one or more sites as directed by the Department creates a significant economic hardship for the Academy as a going concern or the possibility of a mid-year school closure, then the Center Director may recommend to the University Board that the Contract be terminated at the end of the current school year (hereinafter “Economic Hardship Termination”). If the University 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 University Board’s revocation procedures set forth in Section 10.6 do not apply to an automatic termination initiated by the State’s Automatic Closure Notice or an Economic Hardship Termination under this Section 10.3.

Section 10.4. Grounds and Procedures for Academy Termination of Contract. The Academy Board, by majority vote of its Directors, may, at any time and for any reason, request termination of this Contract. The Academy Board’s request for termination shall be made to the Center 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 Center Director shall present the Academy Board’s request for termination to the University 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 University Board shall consider and vote on the proposed termination request. The University Board may, in its sole discretion, waive the six (6) month advance notice requirement for terminating this Contract.

Section 10.5. Grounds and Procedures for University Termination of Contract. The University 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 University Board’s action; or (ii) if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then such termination shall take effect at the end of the current Academy fiscal year. Following University Board approval, the Center Director shall provide notice of the termination to the Academy. If during the period between the University Board action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the Contract may be revoked or suspended sooner pursuant to this Article X. If this Contract is terminated pursuant to this Section 10.5, the revocation procedures in Section 10.6 shall not apply.

Section 10.6. University Board Procedures for Revoking Contract. Except for the automatic revocation and procedures initiated by the State of Michigan set forth in Section 10.3, the University Board’s process for revoking the Contract is as follows:

- (a) Notice of Intent to Revoke. The Center 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 Center 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 timeline 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 Center 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 Center Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the Center Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the Center Director shall develop a plan for correcting the non-compliance ("Plan of Correction") which may include Reconstitution pursuant to 10.6(d) of these Terms and Conditions. In developing a Plan of Correction, the Center 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 Center 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) University Board's Contract Reconstitution Provision. The Center 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 Method of Selection, Appointment and Removal Resolution; (iii) withdrawing approval of a contract under Section 506 of the Code; or (iv) the appointment of a new Academy Board or a Conservator to take over operations of the Academy.

Except as otherwise provided in this subsection, reconstitution of the Academy does not prohibit the Department from issuing an order under section 507 of the Code, MCL 380.507, directing the automatic closure of the Academy's site(s).

- (e) Request for Revocation Hearing. The Center Director may initiate a revocation hearing before the University Charter Schools Hearing Panel if the Center Director determines that any of the following has occurred:
 - (i) the Academy Board has failed to respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);
 - (ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;

- (iii) the Academy Board's response admits violations of the Contract or Applicable Law which the Center Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the Center Director determines that a Plan of Correction cannot be formulated;
- (iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
- (v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);
- (vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or
- (vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

The Center 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 University 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 Center and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the Center Director's request for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the Center Director and shall not last more than three hours. The hearing shall be transcribed and the cost shall be divided equally between the University and the Academy. The Center 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 Center Director and the Academy Board. Within thirty (30) days of the revocation hearing, the Hearing Panel shall make a recommendation to the University 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 Center and the Academy Board at the same time that the recommendation is sent to the University Board.
- (g) University Board Decision. If the Hearing Panel's recommendation is submitted to the University Board at least fourteen (14) days before the University Board's next regular meeting, the University Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The University Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The University Board shall have available to it copies of the Hearing Panel's recommendation and the transcript from the hearing. The University 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 University Board's decision shall be provided to the Center, the Academy Board and the Department.
- (h) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board.

- (i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be withheld by the University Board or returned to the Michigan Department of Treasury upon request. The University Board may also direct that a portion of the Academy's state school aid funds be directed to fund the Academy's Dissolution account established under Section 10.9 of these Terms and Conditions.

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

- (a) The Center Director Action. If the Center 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 Center Director may immediately suspend the Contract, pending completion of the procedures set forth in Section 10.6. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.

- (b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the Center Director to suspend the Contract, shall be retained by the University 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 Center Director, continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a revocation hearing in accordance with the procedures set forth in section 10.6(e) of this Contract. The Hearing Panel has the authority to accelerate the timeline for revoking the Contract, provided that notice of the revocation hearing shall be provided to the Center 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 University Board shall proceed to consider the Hearing Panel's recommendation in accordance with sections 10.6(f) through (h).

Section 10.8. Conservator; Appointment By University President. Notwithstanding any other provision of the Contract, in the event that the University President, in his or her sole discretion, determines

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

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

Section 10.9. Academy Dissolution Account. If the University Board terminates, revokes or fails to issue a new Contract to the Academy, the Center Director shall notify the Academy that, beginning thirty (30) days after notification of the University Board's decision, the University Board may direct up to \$10,000 from each subsequent State School Aid Fund payment, not to exceed a combined total of \$30,000, to a separate Academy account ("Academy Dissolution Account") to be used exclusively to pay the costs associated with the wind-up and dissolution responsibilities of the Academy. Within five (5) business days of the Center Director's notice, the Academy Board Treasurer shall provide the Center Director, in a form and manner determined by the Center, with account detail information and authorization to direct such funds to the Academy Dissolution Account. The Academy Dissolution Account shall be under the sole care, custody and control of the Academy Board, and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as all the wind-up and dissolution expenses have been satisfied. An intercept agreement entered into by the Academy and a third-party lender or trustee shall include language that the third party lender or trustee acknowledges and consents to the funding of the Academy's dissolution account in accordance with this Contract. Any unspent funds remaining in the Academy's dissolution account after payment of all wind-up and dissolution expenses shall be returned to the Academy.

ARTICLE XI
PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

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

- (a) The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421, et seq. The Academy Board shall submit to the Center a copy of its annual budget for the upcoming fiscal year in accordance with the Master Calendar. The budget must detail budgeted expenditures at the object level as described in the Department's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. In accordance with the Master Calendar, revisions or amendments to the Academy's budget shall be submitted to the Center following Academy Board approval.
- (b) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7th of each school fiscal year, shall transmit to the Center for Educational Performance and Information ("CEPI") the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- (c) The Academy shall not adopt or operate under a deficit budget, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing deficit fund balance, incur a deficit fund balance, or adopt a current year budget that projects a deficit fund balance. If the Academy has an existing deficit fund balance, incurs a deficit fund balance in the most recently completed school fiscal year, or adopts a current year budget that projects a deficit fund balance, all of the following apply:
 - (i) The Academy shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the Center;
 - (ii) Within 30 days after making notification under subdivision (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 Center; and
 - (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; and
 - (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," insurance coverage as required by the University's insurance carrier.

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 University on the insurance policies as an additional insured as required by the University's insurance carrier. The coverage provided to the University as an additional covered person or organization will be primary and non-contributory with the University's insurance carrier. The Academy shall have a provision included in all policies requiring notice to the University, at least thirty (30) days in advance, upon termination or non-renewal of the policy for any reason other than nonpayment which would require a ten (10) day advance notice to the University. In addition, the Academy shall provide the Center copies of all insurance policies required by this Contract.

When changing insurance programs or carriers, the Academy must provide copies of the proposed policies to the Center at least thirty (30) days prior to the proposed change. The Academy shall not cancel or change its existing carrier without the prior review of the Center.

The University's insurance carrier periodically reviews the types and amounts of insurance coverage that the Academy must secure in order for the University to maintain insurance coverage for the authorization and oversight of the Academy. In the event that the University'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 University's insurance carrier within thirty (30) days after notice of the insurance coverage change.

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.

Pursuant to Section 3.6 of these Terms and Conditions, the University requires that any Educational Service Provider or employee leasing company that enters into a contract with the Academy must obtain insurance coverage similar to the insurance coverage that is currently required for the Academy. Accordingly, any agreement between the Academy and an Educational Service Provider or employee leasing company shall contain a provision requiring the Educational Service Provider or employee leasing company to comply with the coverage requirements recommended by the University's insurance carrier. Furthermore, the agreement between the Educational Service Provider or employee leasing company and the Academy shall contain a provision stating that "in the event that the University's insurance carrier recommends any change in coverage by the Educational Service Provider or employee leasing company, the Educational Service Provider or employee leasing company agrees to comply with any changes in the type and amount of coverage as requested by the University or the University'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 faith and credit of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy hereby covenants not to sue the University Board, the University or any of its Trustees, officers, employees, agents or representatives for any matters that arise under this Contract. The University does 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 University Board, the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuance, non-issuance, oversight, revocation, termination or suspension of this Contract.

Section 11.4. Lease or Deed for Proposed Site. The Academy shall provide to the Center copies of its proposed lease or deed for the premises in which the Academy shall operate. Following the Center's review, a copy of the Academy's lease or deed shall be incorporated into this Contract under Schedule 6 and in accordance with Article IX, as applicable.

Section 11.5. Certificate(s) of Use and Occupancy. 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 certificates for the Academy's physical facilities. The Academy Board shall not occupy or use any facility until approved for occupancy by the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes. Copies of these Certificate(s) of Use and Occupancy shall be incorporated into this Contract under Schedule 6 and in accordance with Article IX, as applicable.

Section 11.6. New Building Construction or Renovations. The Academy shall not commence construction on a new school building or the major renovation of an existing school building unless the Academy consults on the plans of the construction or major renovation regarding school safety issues with the law enforcement agency that is or will be the first responder for that school building. School building includes either a building intended to be used to provide pupil instruction or a recreational or athletic structure or field used by pupils.

Section 11.7. Criminal Background and History Checks; Disclosure of Unprofessional Conduct. The Academy shall comply with section 1230 and 1230a of 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 section 1230b of the Code concerning the disclosure of unprofessional conduct by persons applying for Academy employment. This Section 11.7 shall apply to such persons irrespective of whether they are employed by the Academy or employed by another entity contracting with the Academy.

Section 11.8. 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 as referenced in Contract Schedule 7c. Upon receipt, the Academy shall notify the Center of any due process or state complaint filed against the Academy or notice of state audit.

Section 11.9. Information Available to the Public and the Center.

- (a) Information to be provided by the Academy. In accordance with Applicable Law, the Academy shall make information concerning its operation and management, including, without limitation, information in Schedule 8 available to the public and the Center.
- (b) Information to be provided by Educational Service Provider. The agreement between the Academy and the Educational Service Provider shall contain a provision requiring the Educational Service Provider to make information concerning the operation and management of the Academy, including the information in Schedule 8, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under paragraph 11.9 (a) above.

Section 11.10. 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) days after receipt of the funds by the Academy. Only Academy Board members or designated Academy Board employees may be a signatory on any Academy bank account.

Section 11.11. Nonessential Elective Course. 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 388.1766b. Prior to providing instruction, the Academy Board shall ensure that the Academy has sufficient documentation to qualify for part-time pupil funding under the State School Aid Act. The provision of nonessential elective courses by the Academy shall be incorporated into Schedule 7c of this Contract by amendment pursuant to Article IX of these Terms and Conditions, as applicable.

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 electronic mail; 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 University Board:	The Governor John Engler Center for Charter Schools Attn: Executive Director Central Michigan University EHS 200 Mt. Pleasant, MI 48859
General Counsel:	General Counsel Central Michigan University Mt. Pleasant, MI 48859
Chief Financial Officer:	Vice President for Finance and Administrative Services Central Michigan University Mt. Pleasant, MI 48859
If to the Academy:	Academy Board President Kensington Woods Schools 9501 Pettys Rd. Lakeland, MI 48143

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

Section 12.3. 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 University 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 the Academy.

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 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 is for a fixed term and shall terminate at the end of the Contract term without any further action of either the University Board or the Academy. This Contract shall commence on the date first set forth above and shall remain in full force and effect for a period of one (1) academic year and shall terminate on June 30, 2023, unless sooner revoked, terminated, or suspended pursuant to Article X of these Terms and Conditions. Pursuant to University Board policy, the standards by which the Academy may be considered for the issuance of a new contract will be guided by the following core questions:

Is the Academy's academic program successful?

Is the Academy's organization viable?

Is the Academy demonstrating good faith in following the terms of its charter and applicable law?

The Center shall establish the process and timeline for the issuance of a new contract. 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 University Board as the most important factor of whether to issue or not issue a new contract. Consistent with the Code, the University Board in its sole discretion may elect to issue or not issue a new contract to the Academy.

Section 12.10. Indemnification of University. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the Terms and Conditions of this Contract, the Academy agrees to indemnify, defend and hold harmless the University Board, the University and its officers, employees, agents or representatives from and against all demands, claims, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees) settlement and prosecution imposed upon or incurred by the University, and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's approval of the public school academy application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for or operation of a public school, or which are incurred as a result of the reliance by the University Board, the University and its officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the

Academy's failure to comply with this Contract or Applicable Law. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

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 University Board. Except as otherwise expressly 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 University.

Section 12.15. University Board or the Center's General Policies on Public School Academies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing University Board or the Center policies regarding public school academies which shall apply immediately, University Board or the Center 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 University Board or the Center 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 Center 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 11.9, 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. Termination of Responsibilities. Upon termination or revocation of the Contract, the University Board or its designee shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract. Upon termination or revocation of the Contract, the Academy may amend its articles of incorporation or bylaws as necessary to allow the Academy Board to: (a) take action to appoint Academy Board members in order to have a quorum necessary to take Academy Board action; or (b) effectuate a dissolution, provided that the Academy Board may not amend the articles of incorporation with regard to the disposition of assets upon dissolution.

Section 12.18. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation, the Code, and Applicable Law.

Section 12.19. Student Privacy. In order to protect the privacy of students enrolled at the Academy, the Academy Board, subject to Section 12.22, shall not:

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

- (i) for students enrolled in the Academy, providing such information to an ESP that has a contract with the Academy and whose contract has not been disapproved by the University;
 - (ii) providing the information as necessary for standardized testing that measures a student's academic progress and achievement; or
 - (iii) providing the information as necessary to a person that is providing educational or educational support services to the student under a contract with either the Academy or an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the University.
- (b) The terms "education records" and "personally identifiable information" shall have the same meaning as defined in MCL 380.1136.

Section 12.20. Disclosure of Information to Parents and Legal Guardians, subject to Section 12.22.

- (a) Within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose without charge to the student's parent or legal guardian any personally identifiable information concerning the student that is collected or created by the Academy as part of the student's education records.
- (b) Except as otherwise provided in this subsection (b) and within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose to a student's parent or legal guardian without charge any personally identifiable information provided to any person, agency or organization. The Academy's disclosure shall include the specific information that was disclosed, the name and contact information of each person, agency, or organization to which the information has been disclosed; and the legitimate reason that the person, agency, or organization had in obtaining the information. The parental disclosure requirement does not apply to information that is provided:
 - (i) to the Department or CEPI;
 - (ii) to the student's parent or legal guardian;
 - (iii) by the Academy to the University Board, University, Center or to the ESP with which the Academy has a Management Agreement that has not been disapproved by the Center Director;
 - (iv) by the Academy to the Academy's intermediate school district or another intermediate school district providing services to Academy or the Academy's students pursuant to a written agreement;
 - (v) to the Academy by the Academy's intermediate school district or another immediate school district providing services to pupils enrolled in the Academy pursuant to a written agreement;
 - (vi) to the Academy by the University Board, University, Center;
 - (vii) to a person, agency, or organization with written consent from the student's parent or legal guardian, or from the student if the student is 18 years of age;
 - (viii) to a person, agency, or organization seeking or receiving records in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction;
 - (ix) to a person, agency, or organization as necessary for standardized testing that measures a student's academic progress and achievement; or
 - (x) in the absence of, or in compliance with, a properly executed opt-out form, as adopted by the Academy in compliance with section 1136(6) of the Code, pertaining to uses for which the Academy commonly would disclose a pupil's "directory information."

- (c) If the Academy considers it necessary to make redacted copies of all or part of a student's education records in order to protect personally identifiable information of another student, the Academy shall not charge the parent or legal guardian for the cost of those redacted copies.
- (d) The terms "education records," "personally identifiable information," and "directory information" shall have the same meaning as defined in MCL 380.1136.

Section 12.21. List of Uses for Student Directory Information; Opt Out Form; Notice to Student's Parent or Legal Guardian.

- (a) Subject to Section 12.22, the Academy shall do all of the following:
 - (i) Develop a list of uses (the "Uses") for which the Academy commonly would disclose a student's directory information;
 - (ii) Develop an opt-out form that lists all of the Uses and allows a student's parent or guardian to elect not to have the student's directory information disclosed for one (1) or more Uses;
 - (iii) Present the opt-out form to each student's parents or guardian within the first thirty (30) days of the school year and at other times upon request; and
 - (iv) If an opt-out form is signed and submitted to the Academy by a student's parent or guardian, then the Academy shall not include the student's directory information in any of the Uses that have been opted out of in the opt-out form.
- (b) The term "directory information" shall have the same meaning as defined in MCL 380.1136.

Section 12.22. Confidential Address Restrictions.

- (a) The Academy shall not disclose the confidential address of a student if the student or the student's parent or legal guardian has obtained a participation card issued by the department of the attorney general under the address confidentiality program act and the parent or legal guardian provides notice of the issuance of the participation card, in a form and manner prescribed by the Michigan Department of Education.
- (b) The term "confidential address" shall have the meaning as defined in MCL 380.1136.

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

As the designated representative of the Central Michigan University Board of Trustees, I hereby issue this Contract to the Academy on the date first set forth above.

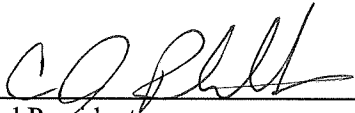
CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

By: _____
Richard K. Studley, Chair

Date: _____

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 the Terms and Conditions of this Contract and all Applicable Law.

KENSINGTON WOODS SCHOOLS

By:  _____
Board President

Date: May 24, 2022

As the designated representative of the Central Michigan University Board of Trustees, I hereby issue this Contract to the Academy on the date first set forth above.

CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

By: Richard K. Studley
Richard K. Studley, Chair

Date: 05/11/2022

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 the Terms and Conditions of this Contract and all Applicable Law.

KENSINGTON WOODS SCHOOLS

By: _____
Board President

Date: _____

CONTRACT SCHEDULES

Schedules

Restated Articles of Incorporation	1
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CONTRACT SCHEDULE 1

RESTATED ARTICLES OF INCORPORATION

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ADMINISTRATOR
CORPORATIONS DIVISION

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

RESTATED ARTICLES OF INCORPORATION
For use by **DOMESTIC NONPROFIT CORPORATION**

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

The identification number assigned by the Bureau is:	800812983
The present name of the corporation is:	KENSINGTON WOODS SCHOOLS
All former names of the corporation are:	LIVINGSTON TECHNICAL ACADEMY, KENSINGTON WOODS HIGH SCHOOL
The date of filing the original Articles of Incorporation was:	8/11/1995

ARTICLE I

The name of the corporation is:

Kensington Woods Schools

ADJUSTED PURSUANT TO
TELEPHONE AUTHORIZATION

ARTICLE II

The purpose or purposes for which the corporation is formed for:*

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 the Code.
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 Restated 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 formed upon Non Stock basis.

If formed on a stock basis, the total number of shares the corporation has authority to issue is

If formed on a nonstock basis, the corporation is to be financed under the following general plan:

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

The Corporation is formed on a Directorship basis.

ARTICLE IV

The street address of the registered office of the corporation and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: JAMES SMULLENS
 2. Street Address: 9501 PETTYS ROAD
- Apt/Suite/Other:

AW

City: LAKELAND
State: MI Zip Code: 48143

3. Registered Office Mailing Address:

P.O. Box or Street Address: 9501 PETTYS ROAD
Apt/Suite/Other: PO BOX 206
City: LAKELAND
State: MI Zip Code: 48143

Use the space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added.

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 CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (THE "UNIVERSITY 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 UNIVERSITY 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 BOARD, DIRECTORS, 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 RESTATED 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 UNIVERSITY 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 RESTATED ARTICLES OF INCORPORATION SHALL NOT BE AMENDED EXCEPT BY THE PROCESS PROVIDED IN ARTICLE IX OF THE TERMS AND CONDITIONS INCORPORATED AS PART OF THE CONTRACT. THIS PROCESS IS AS FOLLOWS:

THE CORPORATION, BY A MAJORITY VOTE OF ITS BOARD OF DIRECTORS, MAY, AT ANY TIME, PROPOSE SPECIFIC CHANGES TO THESE RESTATED ARTICLES OF INCORPORATION OR MAY PROPOSE A MEETING TO DISCUSS POTENTIAL REVISION TO THESE RESTATED ARTICLES OF INCORPORATION. THE PROPOSAL WILL BE MADE TO THE UNIVERSITY BOARD THROUGH ITS DESIGNEE. THE UNIVERSITY BOARD DELEGATES TO THE GOVERNOR JOHN ENGLER CENTER FOR CHARTER SCHOOLS' ("THE CENTER") EXECUTIVE DIRECTOR THE REVIEW AND APPROVAL OF CHANGES OR AMENDMENTS TO THESE RESTATED ARTICLES OF INCORPORATION. IN THE EVENT THAT A PROPOSED CHANGE IS NOT ACCEPTED BY THE CENTER'S EXECUTIVE DIRECTOR, THE UNIVERSITY BOARD SHALL CONSIDER AND VOTE UPON A CHANGE PROPOSED BY THE CORPORATION FOLLOWING AN OPPORTUNITY FOR A WRITTEN AND ORAL PRESENTATION TO THE UNIVERSITY BOARD BY

THE CORPORATION.

AT ANY TIME AND FOR ANY REASON, THE UNIVERSITY BOARD OR AN AUTHORIZED DESIGNEE MAY PROPOSE SPECIFIC CHANGES TO THESE RESTATED ARTICLES OF INCORPORATION OR MAY PROPOSE A MEETING TO DISCUSS POTENTIAL REVISION. THE CORPORATION'S BOARD OF DIRECTORS MAY DELEGATE TO AN OFFICER OF THE CORPORATION THE REVIEW AND NEGOTIATION OF CHANGES OR AMENDMENTS TO THESE RESTATED ARTICLES OF INCORPORATION. THE RESTATED ARTICLES OF INCORPORATION SHALL BE AMENDED AS REQUESTED BY THE UNIVERSITY BOARD OR AN AUTHORIZED DESIGNEE UPON A MAJORITY VOTE OF THE CORPORATION'S BOARD OF DIRECTORS.

AMENDMENTS TO THESE RESTATED ARTICLES OF INCORPORATION TAKE EFFECT ONLY AFTER THEY HAVE BEEN APPROVED BY THE CORPORATION'S BOARD OF DIRECTORS AND BY THE UNIVERSITY BOARD OR THE CENTER'S EXECUTIVE DIRECTOR, AND THE AMENDMENTS ARE FILED WITH THE MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS. IN ADDITION, THE CORPORATION SHALL FILE WITH THE AMENDMENT A COPY OF THE UNIVERSITY BOARD'S OR THE CENTER'S EXECUTIVE DIRECTOR'S APPROVAL OF THE AMENDMENT.

UPON TERMINATION OR REVOCATION OF THE CONTRACT, THE ACADEMY MAY AMEND ITS ARTICLES OF INCORPORATION AS NECESSARY TO ALLOW THE ACADEMY BOARD TO: (A) TAKE ACTION TO APPOINT ACADEMY BOARD MEMBERS IN ORDER TO HAVE A QUORUM NECESSARY TO TAKE ACADEMY BOARD ACTION; OR (B) EFFECTUATE A DISSOLUTION, PROVIDED THAT THE ACADEMY BOARD MAY NOT AMEND THE ARTICLES OF INCORPORATION WITH REGARD TO THE DISPOSITION OF ASSETS UPON DISSOLUTION.

ARTICLE XII

THE DEFINITIONS SET FORTH IN THE TERMS AND CONDITIONS INCORPORATED AS PART OF THE CONTRACT SHALL HAVE THE SAME MEANING IN THESE RESTATED ARTICLES OF INCORPORATION.

COMPLETE SECTION (a) IF THE RESTATED ARTICLES WERE ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS, OTHERWISE, COMPLETE SECTION (b). DO NOT COMPLETE BOTH.

(b) These Restated Articles of Incorporation were duly adopted on 10/31/2017, in accordance with the provisions of Section 641 of the Act: (select one of the following)

This document must be signed by an authorized officer or agent:

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.

Signed this 7th Day of November, 2017 by:

Signature	Title	Title if "Other" was selected
James Smullen	President	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

CONTRACT SCHEDULE 2

AMENDED BYLAWS

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AMENDED BYLAWS
OF
KENSINGTON WOODS SCHOOLS

ARTICLE I
NAME

This organization shall be called Kensington Woods Schools (the "Academy" or the "corporation").

ARTICLE II
FORM OF ACADEMY

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

ARTICLE III
OFFICES

Section 1. Principal Office. The principal office of the Academy shall be located in the state of Michigan.

Section 2. Registered Office. The registered office of the Academy may be the same as the principal office of the Academy, but in any event must be located in the state of Michigan, and be the business office of the resident agent, as required by the Michigan Non-Profit Corporation Act. Changes in the resident agent and registered address of the Academy must be reported to the Michigan Department of Licensing and Regulatory Affairs and to The Governor John Engler Center for Charter Schools (“the Center.”)

ARTICLE IV
BOARD OF DIRECTORS

Section 1. General Powers. The business, property and affairs of the Academy shall be managed by the Academy Board of Directors ("Academy Board"). The Academy Board may exercise any and all of the powers granted to it under the Michigan Non-Profit Corporation Act or pursuant to Part 6A of the Revised School Code ("Code"). The Academy Board may delegate 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 Amended Bylaws, the Contract and Applicable Law.

Section 2. Method of Selection and Appointment. The Central Michigan University Board of Trustees (“University Board”) shall prescribe the method of appointment for members of an Academy’s Board. The Center Director is authorized to develop and administer an academy board selection and appointment process that includes an *Application for Public School Academy Board Appointment* and is in accord with these policies:

- a. The University Board shall appoint the initial and subsequent Academy Board by resolution, except as prescribed by subparagraph d. The Center Director shall recommend qualified individuals to the University Board.

- b. The Academy Board, by resolution and majority vote, shall nominate its subsequent members, except as provided otherwise. The Academy Board shall recommend to the Center Director at least one nominee for each vacancy. Nominees shall submit the *Application for Public School Academy Board Appointment* for review by the Center. The Center Director may or may not recommend the appointment of a nominee submitted by the Academy Board. If the Center Director 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.
- c. An individual appointed to fill a vacancy created other than by the expiration of a term shall be appointed for the unexpired term of that vacant position.
- d. Under exigent conditions, and with the approval of the University Board's chair and the University President, the Center Director may appoint a qualified individual to the Academy Board. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. The University Board reserves the right to review, rescind, modify, ratify, or approve any appointments made under this provision.

Section 3. Length of Term. A Director of the Academy Board shall serve at the pleasure of the University Board. Terms of the initial positions of the Academy Board shall be staggered in accordance with *The Academy Board of Directors Table of Staggered Terms and Appointments* established and administered by the Center Director. Subsequent appointments shall be for a term of office not to exceed four (4) years, except as prescribed by *The Academy Board of Directors Table of Staggered Terms and Appointments*.

Section 4. Number of Director Positions. The number of director positions on the Academy Board shall not be less than five (5) nor more than nine (9) as determined by the University Board. If the Academy Board fails to maintain its full membership by making appropriate and timely nominations, the Center Director may deem that failure an exigent condition.

Section 5. Qualifications of Academy Board Members. To be qualified to serve on the Academy Board, 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 Center including, but not limited to, the *Application for Public School Academy Board Appointment* which must include authorization to process a criminal background check; and (d) annually submit a conflict of interest disclosure as prescribed by the Center.

The members of the Academy Board shall not include (a) employees of the Academy; (b) any director, officer, or employee of a service provider that contracts with the Academy; (c) a Central Michigan University official or employee, as a representative of Central Michigan University.

Section 6. Oath of Public Office. All members of the Academy Board must take the constitutional oath of office and sign the *Oath of Public Office* before beginning their service. The *Oath of Public Office* shall be filed with the Center.

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

Section 8. Removal and Suspension. If the University Board determines that the service in office of a Director of the Academy Board is no longer necessary, then the University Board may remove

the Academy Board member with or without cause and shall specify the date when the Academy Board member's service ends. The Academy Board member may also be removed from office for cause by a two-thirds (2/3) vote of the Academy's Board.

With the approval of the University Board's chair and the University President, the Center Director may suspend the service of a Director of the Academy Board if, in his/her judgment, the person's continued presence would constitute a risk to persons or property, or would seriously impair the operation of the Academy. Any suspension made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. The University Board reserves the right to review, rescind, modify, ratify, or approve any suspensions made under this provision.

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

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

Section 11. Compensation. A Director of the Academy Board shall serve as a volunteer Director. By resolution of the Academy Board, the Directors may be reimbursed for their reasonable expenses incident to their duties.

ARTICLE V MEETINGS

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

Section 3. Notice; Waiver. The Academy Board must comply with the notice provisions of the Open Meetings Act. In addition, notice of any meeting shall be given to each Director stating the time and place of the meeting, delivered personally, mailed, or sent by facsimile or electronic mail to the Director's business address. Any Director may waive notice of any meeting by written statement, facsimile or electronic mail sent by the Director, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4. 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)

A Director of the Academy Board who is absent from a meeting of the Academy Board due to military duty may participate in the meeting virtually, and that member’s virtual presence will count towards quorum and allow the absent member to participate in and vote on business before the Academy Board.

Section 5. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Academy Board. No member of the Academy Board may vote by proxy, by way of a telephone conference or any other electronic means of communication.

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

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

ARTICLE VI COMMITTEES

Section 1. Committees. The Academy Board, by resolution, may designate one or more committees. Each committee is to consist of one or more Directors selected by the Academy Board. As provided in the 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 in the officers of the Academy Board or committees created pursuant to this Section; (ii) amending the Articles of Incorporation or Amended Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, Amended 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 Academy Board shall be a President, Vice-President, Secretary, Treasurer, and such assistant Treasurers and assistant Secretaries as may be selected by the Academy Board.

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

Section 3. Removal. Any officer or agent elected or appointed by the Academy Board may be removed 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.

Section 5. President. The President of the Academy Board 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, 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 Academy Board 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 Academy Board 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 Amended 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 Academy Board 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 to the corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.

Section 9. 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 member of the Academy Board 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, may not be compensated for their services. By resolution of the Academy Board, officers 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 or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or 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 Central Michigan University or impose any liability on Central Michigan University, its trustees, officers, employees or agents.

Section 2. Loans. No loans shall be contracted on behalf of the Academy and no evidences of indebtedness shall be issued in its name unless authorized by a prior resolution of the Academy Board. Such authority shall be confined to specific instances. No loan, advance, overdraft or withdrawal by an officer or Director of the corporation, shall be made or permitted unless approved by the Academy Board. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Central Michigan University or impose any liability on Central Michigan University, its trustees, officers, employees or agents.

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 Academy, shall be signed by Academy Board members or Academy Board employees, which shall not include employees of the Academy Board's Educational Service Provider, and in such manner as shall from time to time be determined by resolution of the Academy Board.

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

Section 5. Voting of Gifted, Bequested or Transferred Securities Owned by this Corporation. Subject always to the specific directions of the Academy Board, any shares or other securities issued by any other corporation and owned or controlled by this corporation may be voted at any meeting of security

holders of such other corporation by the President of 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 in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation without necessity of any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this corporation shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by this corporation the same as such shares or other securities might be voted by this corporation. This section shall in no way be interpreted to permit the corporation to invest any of its surplus funds in any shares or other securities issued by any other corporation. This section is intended to apply, however, to all gifts, bequests or other transfers of shares or other securities issued by any other corporation which are received by the corporation.

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

The University Board authorizes the Academy Board to employ or contract for 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. An employee hired by the Academy Board shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. With respect to Academy Board employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages, benefits, and applicable taxes; (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 Board may contract with an Educational Service Provider or an employee leasing company to provide services or to provide personnel to perform services or work at the Academy. Before entering into an agreement with an Educational Service Provider or an employee leasing company to perform services or to provide personnel to perform services or work at the Academy, the Academy Board must first comply with the Educational Service Provider Policies issued by the Center. A copy of the agreement between the Academy Board and the Educational Service Provider or employee leasing company shall be included as part of Schedule 5.

The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, of the Michigan Compiled Laws, and the Contracts of Public Servants With Public Entities statute, Act No. 371 of the Public Acts of 1968, of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Language in this Section controls over section 1203 of the Code. The following shall be deemed prohibited conflicts of interest:

- (a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or consultant of 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 Board employee;

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

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 domestic partner:

- (a) Is employed by the Academy Board;
- (b) Works at or is assigned to work at the Academy;
- (c) Has an ownership, officer, policymaking, managerial, administrative non-clerical or other significant role with the Academy's Educational Service Provider or employee leasing company; and
- (d) Has an ownership or financial interest in any school building lease or sublease agreement with the Academy.

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 domestic partner.

ARTICLE IX INDEMNIFICATION

To the extent permitted by Applicable Law, each person who is or was a Director, officer or member of a committee of the Academy and each person who serves or has served at the request of the Academy as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, may be indemnified by the Academy. 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.

**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 Amended Bylaws may be altered, amended or repealed and new Amended 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 of these Amended Bylaws and applicable law, and (b) the written approval of the changes or amendments by the Center Director. In the event that a proposed change is not accepted by the Center Director, the University Board may consider and vote upon a change proposed by the corporation following an opportunity for a written presentation to the University Board by the Academy Board. These Amended Bylaws and any amendments to them take effect only after they have been approved by both the Academy Board and by the Center Director.

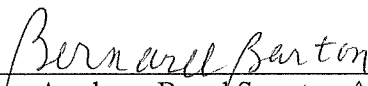
Upon termination or revocation of the Contract, the corporation may amend its Amended Bylaws as necessary to allow the Academy Board to: (a) take action to appoint Academy Board members in order to have a quorum necessary to take Academy Board action; or (b) effectuate a dissolution, provided that the Academy Board may not amend the Amended Bylaws with regard to the disposition of assets upon dissolution.

**ARTICLE XII
TERMS AND CONDITIONS DEFINITIONS**

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

CERTIFICATION

The Board certifies that these Amended Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 24 day of May, 2022.



Academy Board Secretary Vice-President

CONTRACT SCHEDULE 3
FISCAL AGENT AGREEMENT

SCHEDULE 3

FISCAL AGENT AGREEMENT

This Fiscal Agent Agreement is part of the Contract issued by the Central Michigan University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Kensington Woods Schools ("Academy"), a public school academy.

Preliminary Recitals

WHEREAS, pursuant to the Code and the Contract, the University Board, as authorizing body, is the Fiscal Agent for the Academy, and

WHEREAS, the University 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 1.1. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Academy Account" means an account established by the Academy Board 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 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 University Board or an officer or employee of Central Michigan University as designated by the University Board.

"Other Funds" means any other public or private funds which the Academy receives and for which the University 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 State School Aid Act of 1979, as amended.

ARTICLE II
FISCAL AGENT DUTIES

Section 2.1. Receipt of State School Aid Payments and Other Funds. The University Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the University Board and the Academy may also agree that the University 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 3.2.

Section 2.2. Transfer to Academy. Except as provided in Article X of the Terms and Conditions of Contract and in the Oversight, Compliance and Reporting 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 Academy Account designated by a resolution of the Academy Board and by a method of transfer acceptable to the Fiscal Agent.

Section 2.3. 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, account for or approve expenditures made by the Academy Board.

Section 2.4. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board (i) authorizes a direct intercept of a portion of its State School Aid Payments from the State to a third party account for the payment of Academy debts and liabilities; or (ii) assigns or 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, then Academy shall submit to The Governor John Engler Center for Charter Schools at Central Michigan University for review and consideration: (i) a copy of the Academy Board's resolution authorizing the direct intercept or the assignment or direction of State School Aid Payments; (ii) a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent; and (iii) other documents as required. The Center reserves the right to not acknowledge in writing any State School Aid Payment Agreement and Direction that is not in a form and manner acceptable to the Fiscal Agent. The State School Aid Payment and Direction document shall include language that the third party lender or trustee acknowledges and consents to the transfer of State School Aid Payments into the Academy's dissolution account, as set forth in Article X of the Terms and Conditions. Any unspent funds remaining in the Academy dissolution account after payment of all wind-up and dissolution expenses shall be returned to the Academy.

ARTICLE III
STATE DUTIES

Section 3.1 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 3.2. State School Aid Payment Overpayments and Penalties. The State, through its Department of Education, has sole responsibility for determining State School Aid Payment overpayments to the Academy and the method and time period for repayment by the Academy. The State, through its Department of Education, has sole responsibility for assessing State School Aid penalties against the Academy for noncompliance with the Code and the State School Aid Act of 1979, as amended.

Section 3.3. 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 4.1. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended.

Section 4.2. Academy Account. The Academy is authorized to establish an account in the name of the Academy. Signatories to the Academy Account shall be current Academy Board members and/or Academy Board employees, which shall not include employees of the Academy Board's Educational Service Provider, as shall from time to time be determined by resolution of the Academy Board. The Academy Board is authorized to approve withdrawals and transfers from any Academy Account. Any authorization approved by the Academy Board for automatic withdrawals or transfers from an Academy Account may only be terminated or amended by the Academy Board.

Section 4.3. 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 4.4. 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 4.5. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayment of State School Aid Payments or any State School Aid penalties. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or penalty or seek collection of the overpayment or penalty from the Academy.

ARTICLE V **RECORDS AND REPORTS**

Section 5.1. 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 5.2. Reports. Annually, the Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, a written report dated as of August 31. This report shall summarize 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 University Board receives under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

Section 6.1. 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 6.2. Limitation on 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 Central Michigan University Board of Trustees to Kensington Woods Schools.

BY:  _____

David Boyne
Director, State Finance Division
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: February 4, 2022

CONTRACT SCHEDULE 4
OVERSIGHT, COMPLIANCE
AND REPORTING AGREEMENT

SCHEDULE 4

OVERSIGHT, COMPLIANCE AND REPORTING AGREEMENT

This Oversight, Compliance, and Reporting Agreement is part of the Contract issued by the Central Michigan University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Kensington Woods Schools ("Academy"), a public school academy.

Preliminary Recitals

WHEREAS, the University 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 1.1. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Agreement" means this Oversight, Compliance and Reporting Agreement.

"Oversight Responsibilities" means the University Board's oversight responsibilities set forth in Section 2.1 of this Agreement.

"Compliance and Reporting Duties" means the Academy's duties set forth in Section 2.2 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, COMPLIANCE AND REPORTING RESPONSIBILITIES**

Section 2.1. Oversight Responsibilities. The Governor John Engler Center for Charter Schools ("the Center") at Central Michigan University, as it deems necessary to fulfill the University Board's Oversight Responsibilities, may undertake the following:

- a. Monitor and evaluate if the Academy Board is properly governing the Academy and following the Amended Bylaws set forth in the Contract.
- b. Monitor and evaluate the Academy's academic performance and progress toward achieving the educational goal and related measures set forth in Contract Schedule 7b.

- c. Monitor and evaluate the Academy's implementation, delivery, and support of the educational program and curriculum as set forth in Contract Schedules 7c and 7d, respectively.
- d. Monitor and evaluate the Academy's application and enrollment procedures as set forth in Contract Schedule 7f.
- e. Monitor and evaluate the Academy's organizational and financial viability.
- f. Monitor and evaluate the Academy's fiscal stewardship and use of public resources.
- g. Monitor and evaluate the records, internal controls or operations of the Academy.
- h. Monitor and evaluate if the Academy is staffed with qualified personnel and that appropriate background checks have been conducted.
- i. Monitor and evaluate if the Academy is providing a safe learning environment.
- j. Request evidence that the Academy has obtained the necessary permits and certificates 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 local health departments.
- k. Conduct comprehensive on-site reviews to assess and/or evaluate the Academy's performance.
- l. Monitor and evaluate if the Academy is demonstrating good faith in complying with the Contract, the Revised School Code, and all other Applicable Law.
- m. Request periodic reports from the Academy regarding any aspect of its operation including, but not limited to, information identified in Schedule 8 of the Contract.
- n. Initiate action pursuant to the Terms and Conditions of Contract to amend, revoke, reconstitute, terminate or suspend the Contract.
- o. Provide information and support to the Academy.

Section 2.2. Compliance and Reporting Duties. The Academy agrees to fulfill the following Compliance and Reporting Duties:

- a. Adopt and properly maintain governing board policies in accordance with Applicable Law.
- b. Comply with the reporting and document submission requirements set forth in the Master Calendar of Reporting Requirements issued annually by the Center.
- c. Comply with any Academy-specific reporting and document submission requirements established by the Center.
- d. Comply with the insurance requirements set forth in Article XI, Section 11.2 of the Terms and Conditions of Contract.

- e. Comply with the Center’s Educational Service Provider Policies, as may be amended.
- f. Report any litigation or formal proceedings to the Center including, but not limited to, litigation initiated by or against the Academy alleging violation of any Applicable Law. If the University is a named party, notify the general counsel for the University Board as set forth in Article XII, Section 12.1 of the Terms and Conditions.
- g. The Academy shall not occupy or use any school facility set forth in Schedule 6 of the Contract until such facility has received all fire, health and safety approvals required by Applicable Law and has been approved for occupancy by the Michigan Department of Licensing and Regulatory Affairs’ Bureau of Construction Codes.
- h. Permit the Center to inspect the records, internal controls, operations or premises of the Academy at any reasonable time.
- i. Authorize the Center 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 Center 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.
- j. Upon request, the Academy Board shall provide the Center with a written report, along with supporting data, assessing the Academy’s progress toward achieving the educational goal and related measures outlined in Contract Schedule 7b.
- k. Upon request, provide the Center with copies or view access to data, documents or information submitted to MDE, the Superintendent of Public Instruction, the State Board of Education, CEPI or any other state or federal agency.
- l. If the Academy operates an online or other distance learning program, it shall submit a monthly report to the MDE, in the form and manner prescribed by the MDE, that reports the number of pupils enrolled in the online or other distance learning program, during the immediately preceding month.

Section 2.3. Waiver of Compliance and Reporting Duties. The University Board, or the Center Director as its authorized designee, may modify or waive any of the Academy’s Compliance and Reporting Duties.

ARTICLE III **RECORDS AND REPORTS**

Section 3.1. Records. The Academy will keep complete and accurate records and reports of its governance and operations. These records and reports shall be available for inspection by the Center at reasonable hours and under reasonable conditions.

ARTICLE IV
MISCELLANEOUS

Section 4.1. Administrative Fee. The Academy agrees to pay to the University Board an administrative fee of 3% of the Academy's State School Aid Payments. This fee shall be retained by the University Board from each State School Aid Payment received 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. By agreement between the Center and the Academy, the University may charge additional fees beyond the administrative fees for services rendered.

Section 4.2. 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 University Board by this Agreement.

Section 4.3. Audit and Evaluation. The Academy:

- a. Hereby authorizes the Center 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, CEPI, OEAA and the MDE. Pursuant to this authorization, the Center shall abide by regulations that govern the use of student data within the FERPA, the Michigan Identity Theft Protection Act of 2004 and the Privacy Act of 1974.
- b. Shall upon request, provide the Center with copies or view access to data, documents or information submitted to the MDE, the Superintendent of Public Instruction, the State Board of Education, CEPI, the Michigan DataHub or any other state or federal agency.

Section 4.4. 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 Center. Within fifteen (15) days of receipt of the notification from the Academy, the Center Director shall notify the Academy whether the Center 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 Center is not interested in performing an administrative review or if the parties are unable to reach agreement on an administrative review, the Academy shall consider entering into a contract for an administrative review with an intermediate school district. Nothing in this Section 4.4 shall prohibit the Academy for electing to enter into a contract for an administrative review with an intermediate school district. Nothing in this Section 4.4 shall require the Academy to elect to enter or not enter into a contract for an administrative review with the Center or an intermediate school district.

CONTRACT SCHEDULE 5

DESCRIPTION OF STAFF RESPONSIBILITIES

DESCRIPTION OF STAFF RESPONSIBILITIES

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article III, Section 3.6., the Academy is authorized to employ or contract for personnel according to the position information outlined in this schedule. Before entering into an agreement with an Educational Service Provider, as defined in the Terms and Conditions of this Contract, to provide comprehensive educational, administrative, management or instructional services or staff to the Academy, the Academy Board must first comply with the Educational Service Provider Policies adopted by the Center.

Qualifications	5-1
Administrator and Teacher Evaluation Systems	5-1
Performance Evaluation System	5-1
Teacher and Administrator Job Performance Criteria	5-1
Reporting Structure	5-1
Position Responsibilities	5-1
School Administrator(s)	5-1
Instructional Staff	5-2
Non-Instructional Staff	5-2
Educational Service Provider Agreement	5-3

Qualifications. The Academy shall comply with all Applicable Law regarding requirements affecting personnel employed by or assigned to the Academy including (but not limited to): qualifications, evaluation systems, criminal background checks and unprofessional conduct disclosures. All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.

Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all teachers and school administrators a rigorous, transparent, and fair performance evaluation system that complies with the Code. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with MCL 380.1249.

Performance Evaluation System. During the term of this Contract, the Academy shall not assign a pupil to be taught in the same subject area for 2 consecutive years by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations per the Code. If the Academy is unable to comply with this provision of the Code and plans to assign a pupil to be taught in the same subject area for 2 consecutive years by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations per the Code, the Academy Board shall notify the pupil's parent or legal guardian that the pupil has been assigned to be taught in the same subject area for a second consecutive year by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations. The notification shall be in writing, shall be delivered to the parent or legal guardian not later than July 15th immediately preceding the beginning of the school year for which the pupil is assigned to the teacher, and shall include an explanation of why the pupil is assigned to the teacher. MCL 380.1249a.

Teacher and Administrator Job Performance Criteria. The Academy Board shall implement and maintain a method of compensation for its teachers and school administrators that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation. The assessment of job performance shall incorporate a rigorous, transparent, and fair evaluation system that evaluates a teacher's or school administrator's performance at least in part based upon data on student growth as measured by assessments and other objective criteria. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider complies with this section. MCL 380.1250.

Reporting Structure

All positions are employed by Human Resource Experts 0923, Inc., and are outlined in the Educational Service Provider Agreement included in this Schedule.

Position Responsibilities

Following are the categories into which Academy staff fall. Descriptions for all positions employed by or assigned to the Academy are available at the Academy.

School Administrator(s)

As stated above, all administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246. In addition to the position titles identified in MCL 380.1246, the Michigan Department of Education ("MDE") will deem an administrator working

at a district or school level to be “administering instructional programs” if the person’s position description or day-to-day duties include any or all of the following elements *:

1. Responsibility for curriculum. This includes final or executive decisions which directly impact what should be taught to students and how it should be delivered, as well as what learning outcomes are expected, often following a philosophy of research, best practices, and continuous improvement providing equitable access to all students.
2. Responsibility for overseeing district or school improvement plan design or implementation. This includes a vision and a method for execution of plans regarding incorporating student assessment, using student performance and school safety data to drive decision-making, the use of information technology to support improvement, professional development, and overall student achievement.
3. Oversight of instructional policies. This includes the creation, modification, and recommendation of final policy regarding any aspect of how teachers implement, deliver, and support curriculum. Whether or not making specific financial decisions in support of these policies is part of the oversight role, this person still has final decision-making responsibility for instruction.
4. Executive-level reporting on academic progress to a governing authority. This includes providing updates, documentation, data, or presentations in an official or executive capacity to a governing body regarding progress on student learning goals—whether or not these reports are tied to expenditures related to the successful delivery of the instruction.
5. Supervision and evaluation of direct reports responsible for instruction. This includes providing executive leadership for employees who report to the individual, and providing direction to establish work priorities and decision-making. This involves evaluation of educator efficacy as well as general work performance of staff.

(*This statement and numbered items that follow it were taken directly from the February 23, 2017, Memorandum issued by the MDE.)

Instructional Staff

As stated above, except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule. Individuals that are considered instructional staff are responsible for implementing the Academy’s curriculum, developing assessments and monitoring student progress. Instructional staff whose main responsibility is working with students with disabilities must modify instructional techniques in order to enhance learning for all students.

Non-Instructional Staff

The staff that fall into this category are not required to hold an administrator certificate or a teaching certificate. The individuals in this category support the Academy’s pursuit of its mission, vision, and educational goals.

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

This amendment to the INDEPENDENT CONTRACTOR AGREEMENT dated July 1, 2020, (the "Agreement") is made and entered into as of March 22, 2022, by and between Human Resource Experts 0923, Inc. ("HRE") a Michigan for-profit corporation whose mailing address is 16010 Nineteen Mile Rd, Clinton Township, MI 48038, and telephone 586.997.3377 and Kensington Woods Schools (the "Academy"), a body corporate and public school academy organized under the Revised School Code (the "Code"), and whose mailing address is 9501 Pettys Rd., Lakeland, MI 48143.

RECITALS

HRE and the Academy agree to amend the Agreement as follows:

1. Article II, Paragraph A, of the Agreement "Term" shall be amended to include:
Term. This Agreement shall remain in effect for twelve months ending on June 30, 2023, subject to a continued Contract from CMU and continued state per capita funding or unless sooner terminated as provided for in this Agreement.
2. Article V, Paragraph C. **Compensation for Services** of the Agreement shall include:
HRE shall at all times remain responsible for payment of such benefits, taxes, contributions, premiums and payrolls., it being understood by the parties, however, Academy's failure to make payments to HRE as required by the Agreement is a material breach per Article VII, B.
- 3, Article VII , Paragraph I. **Effective Date of Termination** of the agreement shall include:
The ESP's contractual obligation with regard to employees assigned to the Academy will end effective the date of the Agreement's termination. The Academy and HRE agree to make all efforts necessary to remedy a breach of this Agreement in order to continue school operations until completion of the then-current school year. If a breach cannot be remedied, the Academy and HRE agree to work cooperatively to transition management and operations of the school without disrupting the school's operations. HRE shall perform this transition in accordance with CMU's Educational Service Provider Policies in conjunction with the scope of services of this Agreement.
4. The remainder of the Agreement, including prior amendments, shall remain in full force and effect during the term.

IN WITNESS WHEREOF, HRE and the Academy have executed this AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT by their respective authorized representatives effective the date first stated above.

Human Resource Experts 0923, Inc.



By: David Otto, Its: CEO

Kensington Woods Schools



By: C.J. Phillips, Its: Board President

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

This amendment to the INDEPENDENT CONTRACTOR AGREEMENT dated July 1, 2021 (the "Agreement") is made and entered into as of July 9, 2021 by and between Human Resource Experts 0923, Inc. ("HRE") a Michigan for-profit corporation whose mailing address is Lakeside Circle, Ste. 200, Sterling Heights, MI 48313, and telephone 586.997.3377 and Kensington Woods Schools (the "Academy"), a body corporate and public school academy organized under the Revised School Code (the "Code"), and whose mailing address is 9501 Pettys Rd., Lakeland, MI 48143.

RECITALS

HRE and the Academy agree to amend the Agreement as follows:

1. Article III, Paragraph A. of the Agreement "Term" shall be amended to include:
 22. Provide accounting and financial services.
2. Article III, Paragraph Q. shall be added to the Agreement to include:
 - Q. Financial Reporting. HRE shall provide the Board with monthly financial statements that include a balance sheet, an object-level detailed statement of revenues, expenditures and changes in fund balance that includes a comparison of budget-to-actual information and an explanation of variances.
3. The remainder of the Agreement shall remain in full force and effect during the term.


IN WITNESS WHEREOF, HRE and the Academy have executed this AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT by their respective authorized representatives effective the date first stated above.

Human Resource Experts 0923, Inc.



By: David Otto
Its: CEO

Kensington Woods High School



By: C.J. Phillips
Its: Board President

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

This amendment to the INDEPENDENT CONTRACTOR AGREEMENT dated July 1, 2020 (the "Agreement") is made and entered into as of April 27, 2021 by and between Human Resource Experts 0923, Inc. ("HRE") a Michigan for-profit corporation whose mailing address is Lakeside Circle, Ste. 200, Sterling Heights, MI 48313, and telephone 586.997.3377 and Kensington Woods Schools (the "Academy"), a body corporate and public school academy organized under the Revised School Code (the "Code"), and whose mailing address is 9501 Pettys Rd., Lakeland, MI 48143.

RECITALS

HRE and the Academy agree to amend the Agreement as follows:

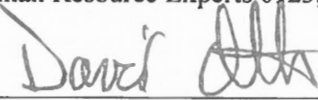
1. Article II, Paragraph A. of the Agreement "Term" shall be amended to include:

Term. This Agreement shall remain in effect for twelve (12) months ending on June 30, 2022, subject to a continued Contract from CMU and continued state per capita funding or unless sooner terminated as provided for in this Agreement.

2. The remainder of the Agreement shall remain in full force and effect during the term.

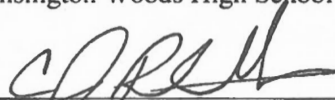
IN WITNESS WHEREOF, HRE and the Academy have executed this AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT by their respective authorized representatives effective the date first stated above.

Human Resource Experts 0923, Inc.



By: David Otto
Its: CEO

Kensington Woods High School



By: C.J. Phillips
Its: Board President

MANAGEMENT and CONTRACT STAFFING SERVICES AGREEMENT

This Management and Contract Staffing Services Agreement (the "Agreement") is made and entered into as of the 1st day of July, 2020, by and between Human Resource Experts #0923, Inc. ("HRE") a Michigan for-profit corporation whose mailing address is 13900 Lakeside Circle, Suite 200, Sterling Heights, MI 48313, and telephone (586) 997-3377, and Kensington Woods Schools (the "Academy"), a body corporate and public school academy organized under the Revised School Code (the "Code").

WHEREAS, The Academy operates pursuant to a charter contract (the "Contract") issued by the Central Michigan University Board of Trustees ("CMU"); and

WHEREAS, The Academy operates a public school academy under the direction of the Academy Board (the "Board"); and

WHEREAS, HRE is a Michigan for-profit corporation providing educational and human resource services to public school academies that has the ability to implement a comprehensive educational program and management methodologies for the Academy; and

WHEREAS, The Academy desires to engage HRE as an independent contractor to perform certain services related to the Academy's educational program and human resource requirements.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I.

CONTRACTUAL RELATIONSHIP

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

B. **Delegated Authority.** Acting under and in the exercise of such authority, the Academy hereby delegates to HRE, to the extent permitted by law, specified functions relating to the provision of educational services and the management and operation of the Academy; provided, however, that this Agreement is subject to all of the terms and conditions of the Contract. The Contract shall be deemed incorporated herein by reference. In the event of any inconsistency between the provisions of this Agreement and the provisions of the Contract, the provisions of the Contract shall prevail.

C. **Status of the Parties.** HRE is a Michigan for-profit corporation, and is not a division or a part of the Academy. The Academy is a body corporate and governmental entity authorized by the Code, and is not a division or part of HRE. The relationship between HRE and the Academy is based solely on the terms of this Agreement. The parties to this Agreement acknowledge that the relationship between them created by this Agreement is that of an independent contractor, and that except as expressly set forth in this Agreement, no employee of HRE shall be deemed to be an agent or employee of the Academy. HRE will be solely responsible for its acts and the acts of its agents, employees, and subcontractors.

D. **Designation of Agents.** No agent or employee of the Academy shall be determined to be an agent or employee of HRE for any reason or purpose. No agent or employee of HRE shall be determined to be an agent or employee of the Academy, except as follows:

1. HRE, and its respective officers, directors, employees and designated agents are each hereby authorized to serve as agents of the Academy having a legitimate educational interest in the Program and its students for purposes of the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g *et seq.*, ("FERPA"), such that they are jointly and severally entitled to access the educational records of the Program for all purposes related to FERPA.
2. During the term of this Agreement, the Academy may disclose confidential data and information to HRE, and its respective officers, directors, employees and designated agents to the extent permitted by applicable law, including without limitation, the Individuals with Disabilities Education Act ("IDEA"), 20 USC §1401 *et seq.*, 34 CFR 300.610 -300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380,1701 *et seq.*; the Americans with Disabilities Act, 42 USC §12101 *et seq.*; the Health Insurance Portability and Accountability Act ("HIPAA"), 42 USC 1320d - 13200d-8; 45 CFR 160, 162 and 164; and social security numbers, as protected by the federal Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL 445.84.
3. As otherwise expressly designated by written agreement of the parties with consent from anyone whose consent is required by law or contract.

ARTICLE II.

TERM

A. **Term.** This Agreement shall become effective July 1, 2020 and ending on June 30, 2021, subject to a continued Contract from CMU and continued state per capita funding. The Contract from CMU is effective through June 30, 2021 and the parties recognize that during the reauthorization process CMU may condition an extension or reauthorization of the Contract upon modifications to this Agreement or submission of a new agreement.

ARTICLE III.
FUNCTIONS OF HRE

A. Responsibility. Under the policy direction of the Board, HRE shall be responsible for all of the management, operation, administration, and education at the Academy, excluding non-human resource related financial reporting and book keeping services. Such functions include, but are not limited to:

1. Implementation and administration of the Educational Program contained in the Contract;
2. Curriculum improvement services;
3. Student environment management and community outreach/ marketing services;
4. Computer services;
5. Risk management, such as the administration of any insurance claims involving personal injury or property loss, relating to the security of the facilities and confidential information and files;
6. Acquisition of instructional and non-instructional material, equipment and supplies as requested by the Board;
7. Selection, employment and supervision of all teachers and staff and the personnel management services (wage and benefits administration, training and technical assistance) necessary to support those employees;
8. Food service management;
9. Transportation management;
10. Facilities maintenance;
11. Preparation of required CMU, local, state and federal reports related to human resource services with prior review by the Board;
12. Information and technology system development and management;
13. Preparation of applications for grants and special programs;
14. Operation of the school building and the installation of technology integral to school design
15. Administration of extra-curricular and co-curricular activities and programs;
16. Preparation of regulations governing operations of the Academy as approved by the Board;

17. Provide special education services to students who attend the Academy in conformity with the requirements of state and federal laws and applicable regulations and policies;
18. Preparation of strategic plans for the continuing educational and financial benefit of the Academy, in conjunction with the Financial Consultant;
19. Implementation of an ongoing public relations strategy, developed for the Board, for the development of beneficial and harmonious relationships with other organizations and the community;
20. Preparation and enforcement of student codes of conduct; and
21. Any other function necessary or expedient for the administration of the Academy with prior approval from the Board.

B. Educational Goals and Program. HRE shall implement the educational goals and programs set forth in the Contract, including but not limited to methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade classifications or pupils to be enrolled, and methods to be used to monitor performance towards targeted educational outcomes. In the event that HRE determines that it is advisable to modify the educational goals and program set forth in the Contract, HRE will provide written notification to the Board Specifying the changes it recommends and the reasons for the proposed changes. No changes in the educational goals and programs shall be implemented without the prior written approval of the Board and CMU. HRE shall provide the Board with periodic written reports specifying the level of achievement of each of the Academy's educational goals set forth in the Contract and detailing its plan for meeting any educational goals that are not being attained. These reports will be submitted to the Board at least 14 days prior to the Board's regular meeting in January, and at such other times as specified in Board policy as the same may be changed from time to time.

C. Subcontracts. It is anticipated that HRE will utilize subcontracts to provide some of the services it is required to provide to the Academy, including but not limited to transportation and/or food service. HRE shall not subcontract the management, oversight, or operation of the teaching and instructional program, without the prior written approval of the Board. Board approval of other subcontracts is not required unless the cost for these subcontracted services exceeds the funds appropriated for that purpose in the Academy's approved budget. HRE will receive no additional fee as a result of subcontracting of any services. HRE remains responsible to the Academy for the services provided through subcontracting agreements. Any services to be provided by HRE that are included in the management fee but are performed by a subcontractor shall not be charged to, reimbursed by or passed through as an additional cost to the Academy.

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

E. Acquisitions. All acquisitions made by HRE for the Academy, including, but not limited to, instructional materials, equipment, supplies, furniture, computers and other technology,

shall be owned by and remain the property of the Academy. HRE and its subcontractors will comply with all federal laws, rules, and regulations in addition to such policies as the Board may, from time to time adopt. HRE shall comply with the Code including, but not limited to, Section 1267 and Section 1274, MCL 380.1267 and MCL 380.1274, of the Code as if the Academy were making these purchases directly from a third-party supplier or vendor. HRE will not include any added fees or charges to the cost of the equipment, materials, and supplies purchased from third parties when it seeks reimbursement for the cost of those acquisitions.

F. Pupil Performance Standards and Evaluation. HRE is responsible for and accountable to the Board for the performance of students who attend the Academy. HRE shall implement pupil performance evaluations which permit evaluation of the educational progress of each Academy student, using measures of student and school performance required by the Contract or applicable laws and such additional measures as shall be mutually agreed between the Board and HRE including but not limited to parent satisfaction surveys.

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

H. Student Due Process Hearings. HRE shall provide students with procedural and substantive due process in conformity with the requirements of applicable law regarding discipline, special education, confidentiality, and access to records, to an extent consistent with the Academy's own obligations. The Board shall retain the right to provide due process as required by law and to determine whether any student will be expelled.

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

J. Rules and Procedures. The Board shall adopt rules, regulations, and procedures applicable to the Academy and HRE is directed to enforce the rules, regulations, and procedures adopted by the Board. HRE shall assist the Board in its policy making function by recommending the adoption of reasonable rules, regulations and procedures applicable to the Academy.

K. School Year and School Day. The school year and the school day shall be as provided in the Contract and as defined annually by the Board.

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

M. Compliance with Academy's Contract. HRE 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 Central Michigan University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement. HRE agrees to assist the Academy in complying with all of the

Academy's reporting, recordkeeping, and other obligations under the Academy's Contract. HRE shall not act in a manner, which will cause the Academy to be in breach of its Contract. Any action or inaction by HRE that causes the Contract to be in jeopardy of termination is a material breach of the Agreement. In addition, a failure of HRE to perform reasonably the functions set forth in Article III may be considered a material breach of this Agreement.

N. Additional Programs. The services provided by HRE to the Academy under this Agreement consist of the Educational Program as set forth in the Contract, as the same may change from time to time. The Board may decide to provide additional programs, including but not limited to summer school. Any revenues collected from such programs will go directly to the Academy. The Academy may also purchase additional services from HRE at mutually agreeable cost.

O. Compliance with Section 503c. On an annual basis, HRE agrees to provide the Board with the same information that a school district is required to disclose under section 503c of the Code, MCL 380.503c and under section 18(2) of the State 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 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 shall have the same meaning in this Agreement.

P. Suspension and Debarments List. Federal agencies are required to award contracts only to presently responsible sources and cannot award funds to entities that have been suspended or debarred from doing business with the federal government. The Academy is a recipient of federal funding and HRE is required to refrain from any action that will result in being suspended or debarred. HRE certifies and affirms that it is not included on the federal Suspension and Debarments list of Excluded Parties List; nor is HRE affiliated with any party that is included on the federal Suspension and Debarments list of Excluded Parties List.

ARTICLE IV.

OBLIGATIONS OF THE BOARD

A. Board Policy Authority. The Board is responsible for determining the fiscal and academic policies that will govern the operation of the Academy, including but not limited to, policies relative to the conduct of students while in attendance at the Academy or in route to and from the Academy and regulations governing the procurement of supplies, materials, and equipment. The Board shall exercise good faith in considering the recommendations of HRE on issues including, but not limited to, policies, rules, regulations, procedures, curriculum, and budgets subject to the constraints of law and the requirements of the Contract. Failure of HRE and the Board to agree on educational policies is grounds for termination of the Agreement by either party. The Board is responsible for the acquisition by either purchase or lease of a building facility that complies with all of the requirements of the Contract and applicable law.

B. Academy Employees. The Board may employ a Liaison Officer to review the operations of the Academy and the performance of HRE under this Agreement, and to ensure smooth relationships among the Academy, HRE, and CMU. The Board Liaison Officer may be employed full or part-time and will perform the functions established by the Board. The Board may also employ such clerical staff as it deems necessary. HRE shall cooperate with the Board Liaison Officer and will provide that individual with prompt access to records, facilities, and information as if such requests came from the full Board. HRE shall have no authority to select,

evaluate, assign, supervise or control the Board Liaison Officer and agrees that it will not bring or threaten to bring any legal action against the Liaison Officer for the performance of the duties and functions established for that position by the Board and which are consistent with this Agreement. The cost to employ a Liaison Officer and necessary clerical employees shall be paid by the Board.

C. Educational Consultants. The Board may retain an educational consultant or consultants to review the operations of the Academy and the performance of HRE under this Agreement. HRE shall cooperate with the educational consultant or consultants and will provide those individuals with prompt access to records, facilities, and information as if such requests came from the full Board. HRE shall have no authority to select, evaluate, assign, supervise or control any educational consultant employed by the Board, and agrees that it will not bring or threaten to bring any legal action against any educational consultant for the performance of the functions requested to be performed by the Board and which are consistent with this Agreement. The cost to employ an educational consultant shall be paid by the Board.

D. Legal Counsel. The Board shall select and retain legal counsel to advise the Academy regarding its rights and responsibilities under the Contract, this Agreement and applicable law. The Board has the sole authority to hire independent legal counsel.

E. Audit Services. The Board shall select and retain the independent auditor to perform the annual financial audit in accordance with the Contract and applicable state law. The Board has the sole authority to hire independent legal auditors.

F. Budget. The Board will have the sole authority to approve any budget. The Board is responsible for adopting a budget in accordance with the provisions of the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*, that has adequate resources to fulfill its obligations under the Contract, including but not limited to its oversight of HRE, the organization of the Academy, negotiation of the Contract and any amendments, payment of employee costs, insurance required under the Contract and this Agreement, the annual financial audit and retention of, the Board's legal counsel and consultants. In addition, the Board is responsible for determining the budget reserve amount included as part of the Academy's annual budget, for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount and for approving necessary amendments to the budget to reflect necessary deviations from the adopted budget. The budget may be amended from time to time as deemed necessary by the Board. Pursuant to the Uniform Budgeting and Accounting Act, MCL 141.422b, the Academy Board is responsible for designating the Chief Administrative Officer ("CAO") of the Academy. HRE nor any HRE owner, officer, director or employee shall be designated as the CAO of the Academy, but an HRE employee may assist the CAO in carrying out their duties.

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

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

I. Contract with CMU. The Board will not act in a manner, which will cause the Academy to be in breach of its Contract with CMU.

J. Evaluation of HRE. The Board will evaluate the performance of HRE each year to provide HRE with an understanding of the Board's view of its performance under this Agreement. A preliminary evaluation will normally occur in December of each year followed by a yearend evaluation in June. The Board will determine the format to conduct this evaluation. Special evaluations may occur at any time.

K. Working Facilities. HRE may utilize the premises and facilities of the Academy in rendering services pursuant to this Agreement, including existing Academy infrastructure, such as office space, internal mail service, copiers, computers, internet access and email addresses. The Academy shall, upon request by HRE, make available a reasonable accommodation to any Worksite Employee entitled to such under the American with Disabilities Act, as amended, the Federal Rehabilitation Act or any comparable law. The Academy will bear the cost and make accommodations for any educational, legal, liability, or risk training necessary in order for the HRE to carry out its responsibilities or liabilities assumed under this agreement, the Academy will bear the cost of providing them reasonable accommodation to any Worksite Employee (as defined herein) entitled to such. The Academy shall also bear the cost of providing a workplace that is in compliance with any requirements of the ADAAA of 2008, the Federal Rehabilitation Act or similar federal, state or local law.

The Academy will bear the cost and provide HRE employees with legal-mandated written safety procedures specific to public schools for assigned areas; including but not limited to tornadoes, hazardous materials, bloodborne pathogens, and power failures. Mandated protections will be the responsibility including but not limited to uniforms, gloves, immunizations or equipment shall be provided, where needed, by the Academy. The Academy shall reasonably cooperate with HRE's input with regard to compliance with all applicable health and safety laws, regulations, ordinances, directives, and rules of controlling Federal, State and Local Government. HRE's HR Onsite Representative, the HR Onsite Representative, or his/her designee will immediately report all employee accidents and injuries to HRE within twenty-four (24) hours after the accident. HRE shall be solely responsible for compliance with all federal laws related to the Immigration Reform and control Act of 1986, as amended, including but not limited to, the screening of potential employees for verification of employment and filing form I-9 or its successor form.

The Academy and HRE shall mutually develop procedures that provide for the use of all personal protective equipment, as required by federal, state or local law, regulation, ordinance, directive, or rule. HRE, HRE's workers' compensation carrier and HRE's liability insurance carrier shall have the right to inspect the Academy's place of business at all times to ensure compliance with this Section and with the terms of this Agreement. HRE, through its HR Onsite Representative, shall be responsible for providing records of hours worked by its employees. The Academy will reimburse HRE only for authorized overtime of its employees.

ARTICLE V.
FINANCIAL ARRANGEMENT

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

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

1. The Academy and/or HRE shall solicit and receive donations consistent with the mission of the Academy.
2. The Academy and/or HRE may apply for and receive grant money, in the name of the Academy. HRE shall provide advance notification to the Board of any grant applications it intends to make and receive the approval of the Board for the application prior to accepting any grant.
3. To the extent permitted under the Code, the Board authorizes HRE to charge fees to students for extra services such as summer programs, after school programs and athletics and charge non-Academy students who participate in such programs.

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

C. **Compensation for Services.** During the term of this Agreement, HRE shall be paid fees and compensation in accordance with the fee schedule, Schedule A, and shall employ individuals with at least the qualifications required by the Board of Directors and applicable law. The Academy will also reimburse HRE for any reasonably incurred out of pocket or business expenses normally occurring in providing the services provided for in the agreement provided such expense(s) are approved in advance by the Academy Board or are otherwise accounted for by object code in the Academy budget upon properly presented documentation and approval by the Academy Board. Marketing and development costs paid by or charged to the Academy shall be limited those costs specific to the Academy program and shall not include any costs for the marketing and development of HRE. No corporate costs of HRE shall be charged to, or reimbursed by, the Academy. HRE will have a dedicated service staff member visit and perform services on a regular basis at the Academy and bill in accordance with the fee schedule. Academy recognizes that a majority of the services involve planning and preparation in advance of the contract and in the beginning of each contract period, and as such in the event of any mid-term termination, HRE will require that 90% of the expected annual Administrative fee billing be paid at termination as a minimum fee to recoup those services performed. The computation is 90% of the outstanding balance as of termination and computed based on the remaining amount due upon termination of the contract. Payments for payroll, benefits and all fees shall be paid by Academy by bank wire transfer no later than three (3) business days before the payroll check date on the normal payroll

frequency. The Academy shall pay to HRE all costs incurred by HRE in connection with Worksite Employees, including but not limited to: all payroll, all applicable federal, state and local taxes, all premium contributions in connection with employee benefits, including all workers compensation premiums, all insurance premiums, and all unemployment compensation charges from the date services begin hereunder, all federal or state tax credits, savings or deductions (including but not limited to IRC Section 125) are the property of HRE as the employer of record. Any required adjustment to federal, state or local taxes or insurance premiums applicable to this Agreement or change in status of the Worksite Employee shall be effective on the date of such adjustment or change. HRE shall at all times remain responsible for payment of such benefits, taxes, contributions, premiums and payrolls, it being understood by the parties, however, Academy's failure to make payments to HRE as required by this Agreement is a material breach per Article VII, B.

HRE, through its HR Onsite Representative, the HR Onsite Representative, will verify all time submissions of Worksite Employees. If the Academy believes that there is an error in a Worksite Employee's time or payment, the Academy will communicate and provide written proof of the error. Until corrected, the Academy will not deduct any amount from payment of its current invoice as a credit or setoff. Errors, upon verification, shall be corrected by an adjustment on the next invoice.

D. Reasonable Compensation. The parties intend that this Agreement meet all of the applicable safe harbor conditions as set forth in Sections 5.02 through Sections 5.07 of Revenue Procedure 2017-13. In this regard, the Academy and HRE make the following representations: (1) (a) HRE's compensation under this Agreement is reasonable compensation for services to be rendered hereunder and is not based, in whole or in part, on a share of net profits and/or a share of the net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property; (b) This Agreement does not pass on to HRE the burden of bearing any share of net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property; (c) The term of this Agreement is not greater than 30 years or 80 percent of the useful life of the Academy's tax-exempt bond financed school facility (if shorter) including all renewal options; (d) The Academy bears the risk of loss upon the disposition, damage or destruction of the Academy's property; and (e) HRE is not entitled to and will not take any federal tax position that is inconsistent with being a service provider under this Agreement to the Academy; and (2) In interpreting this Agreement and in the provision of the services required hereunder, HRE shall not have any role or relationship with the Academy that, in effect, substantially limits the Academy's ability to exercise its rights and obligations under State law. As required by the Academy's Article of Incorporation and Bylaws, the Academy Board may not include any director, officer or employee of a management company that contracts with the Academy. In furtherance of such restriction, it is agreed between the Academy and HRE that none of the voting power of the governing body of the Academy will be vested in HRE or its directors, members, managers, officers, shareholders and employees, and the Academy and HRE will not be a "related party" as defined in Treas. Reg. 1.150-1(b).

E. Payment of Educational Program Costs. In addition to the Academy's obligation to reimburse HRE for the compensation of certain HRE employees under Article VI, all costs reasonably incurred in providing the Educational Program at the Academy shall be paid by the Academy. Such costs shall include, but shall not be limited to, curriculum materials, professional development, textbooks, library books, computer and other equipment, software, supplies utilized at the Academy for educational purposes, services provided pursuant to subcontract, building

payments, maintenance, utilities, capital improvements, and marketing and development costs. No corporate costs of HRE shall be paid for by the Academy. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program; and shall not include any costs for the marketing and development of HRE. The Board shall reimburse HRE monthly for approved fees and expenses upon properly presented documentation and approval by the Board, but reimbursements for the cost of compensation of HRE employees under Article VI shall be made no later than three (3) business days before that compensation is due to the employees. At its option, the Board may advance funds to HRE for the fees and expenses associated with the Academy's operation provided that documentation for the fees and expenses are provided for Board ratification. In paying costs on behalf of the Academy, HRE shall not charge an added fee. Any costs reimbursed to HRE that are determined by the independent audit not to be reasonably incurred on behalf of the Educational Program of the Academy shall be promptly returned to the Academy by HRE.

F. **HRE Costs.** The annual management fee to be paid to HRE set forth in Article V, Section C is intended to compensate HRE for all expenses it incurs for administrative and financial services HRE is required to provide under this Agreement, including but not limited to, expenses associated with individuals providing professional and curriculum development services, accounting services, clerical services, management and budgeting services, and administrative services. HRE will provide sufficient professional and non-professional staff in these areas, which shall be compensated by HRE. In addition, the annual management fee is intended to compensate HRE for all costs incurred by HRE to provide these services. The annual management fee does not include payments for HRE personnel provided pursuant to Article VI (B), (C), and (D), the cost of which will be reimbursed in accordance with Article VI (A). Any costs of third party services or expenses provided to the Academy will be billed to the Academy at cost and as a pass through expense unless agreed to in advance.

G. **HRE Legal Services.** The annual management fee set forth in Article V, Section C is intended to compensate HRE for routine legal fees it incurs to receive advice regarding the scope of its obligations under state and federal law to provide the administrative and financial services HRE is required to provide under this Agreement. The annual management fee does not cover non-routine legal services, including but not limited to the legal fees and costs associated with the appointment of special education hearing officers and the engagement of counsel to represent the Academy in legal or administrative proceedings, which are the responsibility of the Academy. The Academy Board shall at all times retain the sole authority and discretion to engage independent legal counsel.

H. **Other Public School Academies.** The Academy acknowledges that HRE has entered, or will enter into management agreements with other public school academies. HRE shall separately account and provide written detail for reimbursable expenses incurred on behalf of the Academy and other public school academies, and only charge the Academy for expenses incurred on behalf of the Academy.

I. **Audit Report Information.** HRE will make all its financial and other records related to the Academy available to the Academy, the Academy's independent auditor selected by the Board and CMU upon request.

J. **Other Financial Relationships.** Any lease, promissory notes or other negotiable instruments, lease-purchase agreements or other financing agreements between the Academy and

HRE shall be contained in a document separate from this Agreement and shall comply with CMU's Educational Service Provider Policies.

K. Access to Records. HRE shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial, educational and student records prepared by or in the possession of HRE, and retain all of these records for a period of seven (7) years (or longer if required by Bulletin 1022 of Michigan's record retention Schedule) from the close of the fiscal year to which such books, accounts and records relate. All records shall be kept in accordance with applicable state and federal requirements. Financial, educational, operational and student records that are now or may in the future come into the possession of HRE remain Academy records and are required to be returned by HRE to the Academy upon demand, provided that HRE may retain copies of records necessary to document the services provided to the Academy and its actions under the Agreement. HRE and the Academy shall maintain the proper confidentiality of personnel, student, and other records as required by law. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. The financial, educational, operational and student records pertaining to the Academy are public documents subject to disclosure in accordance with the provisions of the Michigan Freedom of Information Act. This Agreement shall not be construed to restrict CMU's or the public's access to these records under that Act or the Contract.

L. Security and Data Breaches. HRE shall promptly report to the Academy Board, not later than the first business day following discovery, any use or disclosure of personally identifiable information from the Academy's education records or other information not suitable for public release (collectively, Covered Data or Information ("CDI")) that is not authorized by this Agreement or Applicable Law. HRE agrees to promptly undertake to identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what HRE has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) whether, and if so on what grounds, HRE has determined that the security breach has not or is not likely to cause substantial loss or injury to, or result in identity theft with respect to, one or more residents of this state, and (vi) what corrective action HRE has taken or shall take to prevent future similar unauthorized use or disclosure. HRE shall provide such other information as reasonably requested by the Academy Board. HRE shall take appropriate action, in accordance with MCL 445.72, to notify affected individuals whose CDI may have been compromised. HRE shall: (i) provide employees with the name and contact information for an employee of HRE who shall serve as employee's primary security contact and shall be available to assist the employee twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach; (ii) notify employee of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after HRE becomes aware of it; and (iii) notify employee of any Security Breaches by [telephone at the following number: 586.997.3377/e-mailing employee with a read receipt at clientservice@abopeco.com and with a copy by e-mail to HRE's primary business contact. (b) Immediately following HRE's notification to employee of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. HRE agrees to [fully/reasonably] cooperate with employee in employee's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing employee with physical access to the facilities and operations affected; (iii) facilitating interviews with HRE's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise [reasonably] required by employee.

ARTICLE VI
PERSONNEL AND TRAINING

Personnel Responsibility. HRE is responsible for providing the Academy with qualified administrative, teaching food service, secretarial, maintenance and transportation staff to operate the Academy within the staffing levels approved by the Board in its annual budget. HRE shall have the authority to select, evaluate, assign, discipline, transfer and terminate the employment of all individuals working at or for the Academy with the exception of the Board Liaison officer and Board clerical staff, if any, consistent with applicable law and the provisions of this Agreement. With the exception of the Board Liaison Officer and Board clerical staff, if any, HRE shall be the employer of all individuals working at or for the Academy and will be responsible for the payment of all costs attributable to these employees, including wages, salaries, fringe benefits, unemployment costs, workers compensation costs, and liability insurance costs. Unless required by applicable statute, court or administrative decision, or Attorney General's opinion, HRE shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees. HRE accepts full liability and is responsible for paying all salaries, benefits, payroll taxes, worker's compensation, unemployment compensation and liability insurance for its employees leased to the Academy or working on Academy operations irrespective of whether HRE receives an advancement of its costs or the payment of services from the Academy. HRE will provide the Board with a detailed listing of the anticipated compensation and fringe benefit costs for all employees of HRE who will be assigned to provide services at the Academy. The Board will reimburse HRE for the cost of the salaries, fringe benefits, and social security withholdings of employees assigned to the Academy, provided that these costs are no higher than anticipated and approved in the annual budget. To assure that employees are paid over the summer for services rendered during the 10-month school year, the Board shall set aside funds each payroll to cover the cost of payroll, benefits and all fees to be paid during the months of July and August provided that documentation for the fees and expenses are provided for Board review and the costs are consistent with budget allocations. At the request of the Board, HRE will provide payroll services for employees of the Board. HRE will not assign any employee to work at the Academy who has not successfully completed a pre-employment background check (including criminal history, criminal background and unprofessional conduct checks) and credential verification, and, if appropriate, a pre-employment physical. HRE will not place in the employment contracts with any of its employees assigned to work at the Academy any restrictions that would prevent the Academy from employing those individuals at the Academy or would prevent those individuals from working for the Academy or for any other entity providing educational services to the Academy. HRE agrees that any provision of an employment agreement with any of its employees that would be in violation of this provision is void and shall not be enforceable in any forum. HRE will comply with the requirements of applicable law, including but not limited to section 1249 of the Code, MCL 380.1249, regarding the evaluation of its employees based in part upon data on student growth and the establishment of employee compensation levels that include job performance and job accomplishments as a significant factor.

A. **School Principal.** As part of the annual budgeting process, HRE shall make a recommendation to the Board regarding the number of Principals required for the operation of the

Academy pursuant to the Contract but the Board shall decide the number of Principals that will be utilized. HRE shall provide the Academy with such Principals as are required by the Academy. HRE will have the authority, consistent with applicable law, to select and supervise the Principal or Principals and to hold those individuals accountable for the success of the Academy. At the request of the Board, HRE will review the performance of a Principal with the Board. The Principal or Principals will be HRE employees, but HRE agrees to consult with the Board prior to hiring a Principal and will consult with the Board prior to taking any action that would alter the employment status of a Principal. Upon receipt of written notification indicating that the Board is not satisfied with the performance of a Principal, HRE will provide a replacement Principal if the performance problems are not resolved. If HRE disagrees with the removal, then the Board will reimburse HRE for reasonable costs associated with the termination of a Principal at the Board's request, provided that the amount of costs to be reimbursed shall not exceed three (3) months of the Principal's compensation. The terms of the employment agreement with a Principal, and the duties and compensation of a Principal shall be determined by HRE, but each Principal must be assigned on a full time basis to the Academy and may not be providing services to any other school or Academy without the prior approval of the Board. If HRE chooses to execute an employment agreement with a Principal that has a term longer than one year, the Board reserves the right to have that Principal placed elsewhere by HRE if the Board is dissatisfied with that individual's performance at the end of any school year.

B. **Teachers.** As part of the annual budgeting process, HRE shall make a recommendation to the Board regarding the number of teachers required for the operation of the Academy pursuant to the Contract. The Board, however, shall ultimately decide the number of teachers and curriculum. HRE shall provide the Academy with such teachers, qualified in the grade levels and subjects as are required by the Academy. The curriculum taught by such teachers shall be the curriculum, applicable grade levels and subjects taught at the Academy as prescribed in the Contract, and shall conform to the state endorsed requirements, including those for a high school diploma. Such teachers may, at the discretion of HRE, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such teachers may also work at other schools operated by HRE. Each teacher assigned to or retained by the Academy shall be a highly qualified teacher with a valid teaching certificate or temporary special permit issued by the State Board of Education under the Code, to the extent required under the Code and the Every Student Succeeds Act of 2015, as amended. If HRE chooses to execute employment agreements with teaching staff that have a term of longer than one year, the Board reserves the right to have teachers placed elsewhere by HRE if the Board is dissatisfied with their performance at the end of any school year. Teachers employed by HRE shall not be considered teachers for purposes of continuing tenure under MCL Section 38.71 *et seq.*

C. **Support Staff.** As part of the annual budgeting process, HRE shall make a recommendation to the Board regarding the number of support staff required for the operation of the Academy pursuant to the Contract. The Board, however, shall ultimately decide the number of support staff at the Academy. HRE shall provide the Academy with such support staff, qualified in the areas required, as are required by the Academy. Such support staff may, in the discretion of HRE, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such support staff may also work at other schools operated by HRE. Each support staff employee assigned to or retained by the Academy shall have received the training and hold the certificates, degrees, or licenses legally required for the position to which they are assigned under the Code and the Every Student Succeeds Act of 2015, as amended. If HRE chooses to execute contracts with support staff that, have a term of longer than one year, the Board reserves the right

to have support staff placed elsewhere by HRE if the Board is dissatisfied with their performance at the end of any school year.

D. **Training.** HRE shall provide training in its methods, curriculum, program, and technology to all instructional personnel on a regular and continuing basis and shall ensure that they receive all training required by law. Non-instructional personnel shall receive such other training as HRE determines as reasonable and necessary under the circumstances.

E. **Employee Non-Compete Agreement.** HRE agrees that no contract with employees leased to the Academy shall contain a non-compete clause of any nature.

ARTICLE VII TERMINATION OF AGREEMENT

A. **Termination by the Academy for Cause.** This Agreement may be terminated by the Academy for cause prior to the end of the term specified in Article II in the event that HRE should fail to remedy a material breach within a period reasonable under the circumstances, which shall not be longer than sixty (60) days after notice from the Academy. Material breach may include, but is not limited to, a failure to carry out its responsibilities under this Agreement such as a failure to make required reports to the Board, failure to account for its expenditures or to pay operating costs (provided funds are available to do so); or a violation of the Contract or of applicable law. In order to terminate this Agreement for cause, the Board is required to provide HRE with written notification of the facts it considers to constitute material breach and the period of time within which HRE has to remedy this breach. After the period to remedy the material breach has expired, the Board may terminate this Agreement by providing HRE with written notification of termination. Any action or inaction by HRE that is not cured within 60 days of notice thereof which causes the Contract to be revoked, terminated, suspended or which causes the Contract to be in jeopardy of revocation, termination or suspension by Central Michigan University is a material breach. The ESP's contractual obligation with regard to its employees assigned to the Academy will end effective the date of the closure.

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

C. **Revocation or Termination of Contract.** If the Academy's Contract issued by the Central Michigan University Board of Trustees is revoked, terminated or a new charter

contract is not issued to the Academy after expiration of the Academy's Contract, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked, terminated, or expires without further action of the parties. The ESP's contractual obligation with regard to its employees assigned to the Academy will end effective the date of the closure.

D. Mandated Closure of the Academy. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Michigan Department of Education under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that the 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 HRE shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution. The ESP's contractual obligation with regard to its employees assigned to the Academy will end effective the date of the closure.

E. Termination by Either Party without Cause. This Agreement is terminable without cause if HRE and the Board are unable to agree on educational programs, curriculum or other educational policies that affect the Academy in a significant way, or if the parties are unable to agree upon the reduction of that annual fee in any school year if extenuating circumstances make payment of the entire annual fee inappropriate, either party may elect to terminate this Agreement at the end of a school year, provided that the terminating party gives the other party written notification of termination at least ninety (90) calendar days prior to the termination date and provides the other party with an opportunity within that period to negotiate an agreement on the educational policies at issue or to negotiate over the amount of the reduction of that year's annual fee.

F. Obligations upon Termination. In the event that either the Academy or the Company does not renew this Agreement at the end of the term or if the Agreement is otherwise terminated as provided herein, the employment relationship shall end at the expiration of the term, or on the effective date of any mid-term termination, as the case may be. The ESP's contractual obligation with regard to its employees assigned to the Academy will end effective the date of the closure. The Academy has the first option upon termination to hire any Worksite Employees. In order to minimize any unemployment liability that may be incurred, HRE has the right to reassign any Worksite Employees not hired by the Academy or terminate their employment at its option. Upon expiration of this Agreement and the employment relationship, HRE shall terminate all policies and endorsements covering the Academy and/or the Worksite Employees hired by the Academy or not retained by HRE. Further, the Academy and HRE shall each remain responsible for:

1. all fees, payments and other charges owing under this Agreement by the respective parties through the effective termination date;
2. all of the obligations of an employer by Academy, with respect to the Worksite Employees hired by Academy, and by HRE, with respect to Worksite Employees retained by HRE, which includes the obligations set forth in Section 2, but excluding obligations arising prior to the effective date of termination which obligations are allocated by other provisions of this Agreement;

3. any respective obligations under this Agreement of the Academy or HRE for matters accruing during the term of this Agreement including, without limitation, representations and warranties, the duty of indemnification and the parties respective enumerated responsibilities. The confidentiality obligation of the parties shall survive termination of this Agreement; and,
4. any termination charges as provided for and as allocated in this Section or any early termination Administrative fee charges that may be owed to HRE.

G. Change in Law. If any federal, state or local law or regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiation of the Agreement; and if the parties are unable or unwilling to renegotiate the terms within 60 days after the notice, the party requiring the renegotiation may terminate this Agreement on 30 days further written notice. The ESP's contractual obligation with regard to its employees assigned to the Academy will end effective the date of the closure.

H. Notice of Intention for New Agreement. On or before January 1, 2021, the Academy shall review the performance of HRE and provide notice of intention to approve a new agreement for an additional year or years, subject to the negotiation of the terms for the new agreement and the extension or reauthorization of the Contract. In the event that the Academy does not provide timely notice of intention to continue the contractual relationship with a new agreement, HRE will take appropriate actions to provide for an orderly transition of the management functions performed under this Agreement upon its termination on June 30, 2021.

I. Effective Date of Termination. In the event this Agreement is terminated by either party prior to the end of the term specified in Article II, paragraph A, absent unusual and compelling circumstances, the termination will not become effective until the end of that school year. The ESP's contractual obligation with regard to employees assigned to the Academy will end effective the date of the Agreement's termination. The Academy and HRE agree to make all efforts necessary to remedy a breach of this Agreement in order to continue school operations until completion of the then-current school year. If a breach cannot be remedied, the Academy and HRE agree to work cooperatively to transition management and operations of the school without disrupting the school's operations. HRE shall perform this transition in accordance with CMU's Educational Service Provider Policies in conjunction with the scope of services of this Agreement.

J. Rights to Property upon Termination. Upon termination of this Agreement all property (real or personal), equipment, materials and supplies whether purchased by the Academy or by HRE with state school aid funds or other funds secured by the Academy, shall remain the exclusive property of the Academy. HRE shall have the right upon proof of ownership to reclaim any usable property or equipment (e.g., including, but not limited to, desks, computers, copying machines, fax machines, telephones) that were purchased by HRE with funds other than those paid to HRE under Article V(C). Fixtures and building alterations shall become the property of the Academy.

K. Personally Identifiable Information. “Except as permitted under the Code, HRE shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of an Academy student’s education records, HRE shall not sell or otherwise provide the information to any other person except as permitted under the Code. For purposes of this section, the terms “education records” and “personally identifiable information” shall have the same meaning as those terms in section 1136 of the Code, MCL 380.1136”.

L. Transition. In the event of termination or expiration of this Agreement for any reason by either party prior to the end of the Agreement's term, HRE shall provide the Academy reasonable assistance without additional charge for up to 90 days after the effective date of the termination to allow a transition back to self-management or to another educational service provider or dissolution in accordance with CMU’s Educational Service Provider Policies in conjunction with the scope of services of this Agreement. This assistance shall include providing for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by HRE to the Academy.

ARTICLE VIII PROPRIETARY INFORMATION

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

B. Required Disclosure. The Academy shall be permitted to report any new teaching techniques or methods of significant revisions to known teaching techniques or methods to CMU and to the State Board of Education, which teaching techniques or methods may thereafter be made available to the public, as provided in Sections 505(3) of the Code, notwithstanding anything contained in this Article VIII to the contrary. HRE's educational materials and teaching techniques are subject to disclosure under the Code and the Michigan Freedom of Information Act.

ARTICLE IX INDEMNIFICATION

A. Indemnification of HRE. To the extent permitted by law, the Academy shall indemnify and hold HRE (which term for purposes of this Paragraph A, includes HRE's officers, directors, agents and employees) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any noncompliance by the Academy with any agreements, covenants, warranties, or undertakings of the Academy contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the Board contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse HRE for any and all legal expenses and costs associated with the defense of any such claim,

demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to HRE.

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

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

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

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

ARTICLE X

INSURANCE

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

B. **Insurance of HRE.** HRE shall secure and maintain such policies of insurance as required by the Contract and the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C."). In the event the University or M.U.S.I.C. requests any change in coverage by HRE, HRE agrees to comply with the change in the type or amount, as requested, within thirty (30) days after notice of the insurance coverage change. HRE's insurance is separate from and in addition to the insurance the Academy Board is required to obtain under the Contract. HRE shall, upon request, present evidence to the Academy and CMU that it maintains the requisite insurance in compliance with the provisions of this paragraph. The Academy shall comply with any information or reporting requirements applicable to HRE under HRE's policy with its insurer(s), to the extent practicable.

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

ARTICLE XI

MISCELLANEOUS

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

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

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

If to HRE: Human Resource Experts
#0923 Inc.
13900 Lakeside Circle, Ste. 200
Sterling Heights, MI 48313
Attn: David Otto

If to Academy: Kensington Woods Schools
9501 Pettys Road
Lakeland, MI 48143
Attention: Board President

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

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

F. **Entire Agreement.** This Agreement is the entire agreement between the parties relating to the services provided, and the compensation for such services, by the parties. Any modification to this Agreement must be made in writing, approved by the Board and HRE, and signed by a duly authorized officer. In addition, any modification of this Agreement must follow CMU's ESP Policies before it can be executed.

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

H. **Assignment.** HRE may not assign this Agreement without the prior written approval of the Board and without prior notification to CMU and must be done in a manner consistent with CMU's ESP Policies. Any assignment to another Educational Service Provider {ESP} will be considered an ESP as defined by CMU's ESP policies and any assignable ESP party shall follow the requirements set forth in the CMU policies.

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

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

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

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

Both the Academy and HRE acknowledges that each 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.

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

M. Dispute Resolution Procedure. Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement that are unable to be resolved through discussion and negotiation shall be resolved by arbitration, and such an arbitration procedure shall be the sole and exclusive remedy for such matters. The arbitrator shall be selected from a panel provided by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the parties and the arbitrator unanimously accept. Any arbitration hearing shall be conducted in Grand Rapids, Michigan. The arbitrator shall be required to issue a cause opinion with a written explanation as to the final decision. CMU shall be notified of the arbitrator's decision and a copy of the arbitrator's opinion shall be made available to CMU upon request. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction. The cost of arbitration, not including attorney fees, shall be paid by the losing party. It shall be in the discretion of the arbitration panel to award reasonable attorney fees to the prevailing party, to be paid if awarded by the losing party.

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

O. CMU Review. This Agreement is subject to review and non-disapproval by CMU and shall not become effective until the Academy Board is notified in writing that CMU does not disapprove of this Agreement.

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

Human Resource Experts #0923, Inc.

By: David Allen

President

By: 06-26-20

Date:

Kensington Woods Schools

By: [Signature]

President, Board of Directors

By: C.J. Phillips

Date: 6-29-2020

Human Resource Experts #0923, Inc.

Kensington Woods High School
 Schedule A – Client Fee Schedule
 July 1, 2020– June 30, 2021

Except as set forth herein, the terms and conditions of the Independent Contractor Agreement are fully incorporated herein. The following is the schedule of fees to be charged in connection with the Independent Contractor Agreement between the Company and the Client. The fees represented on this schedule or per other sections of the Agreement may or may not represent the actual cost or rates to the Company, and are not to be considered pass-through costs of Company. Special Client requests may require additional costs to the Client.

Payroll / Payroll Tax Categories and Reporting

*FICA	7.65%
*FUTA	0.60%
*SUTA-MI	State Assigned rate, plus .50 %

*Legislation may require the application of different taxation rates dependent upon specific mandates within the law. Company shall notify Client of such different taxation rates promptly upon establishment of same.

Fees

Human Resource Fee	\$384.62 per week, with quarterly on site visits and attendance at Board meetings and preparation of a Board HR report.
New Hire/Separation Fee	WAIVED
Shipping and Handling	WAIVED
Minimum Annual Contract Billing	\$18,000 minimum, \$20,000 maximum reconciled quarterly
401K	\$0.00 annual fee
Flex Spending	\$0.00 annual fee
M.U.S.I. C Insurance	\$4137
*Expenses such as background checks or legal required by the circumstances billed directly.	

Workers' Compensation Fees by Code(s)

<u>Job Code</u>	<u>Job Description</u>	<u>Rate on Gross Wages</u>
8868	School Professionals	0.84 %
9058	Food Service Operations	2.26%
9015	School Bldg. Operations	6.93%

Company Approved Sch A: David Alt

Client Approved Sch A: CPH

Date: 6-30-20

Date: 6-30-2020

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

PHYSICAL PLANT DESCRIPTION

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article XI, Section 11.5, the Academy is authorized to operate at the physical facility or facilities outlined in this schedule. The Academy shall not occupy or use any facility until approved for occupancy by the Michigan Department of Licensing and Regulatory Affairs' Bureau of Construction Codes.

Physical Plant Description	6-1
Site Plan	6-3
Floor Plan.....	6-4
Lease Agreement	6-5
Occupancy Approval	6-21

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)(i) and 380.503(6)(f);

2. The address and a description of the site and physical plant (the "Site") of Kensington Woods Schools (the "Academy") is as follows:

Address: 9501 Pettys Rd.
Lakeland, MI 48143

Description: The facility is a one-story, 50,000 square foot building of steel frame and masonry brick construction. The exterior is made of brick fascia with a shingled roof. The space leased by the Academy consists of approximately 30,000 square feet. The space includes 12 classrooms, 16 restrooms, one computer lab, administrative offices, a media center, a gymnasium and a cafeteria. The Site also includes ample parking and several acres of woods and wetland areas.

Configuration of Grade Levels: Sixth through Twelfth Grade.

Term of Use: Term of Contract.

Name of School District and Intermediate School District:

Local: Pinckney Community Schools
ISD: Livingston Educational Service Agency

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

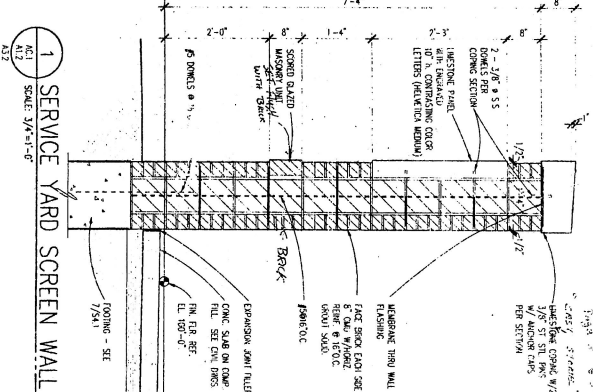
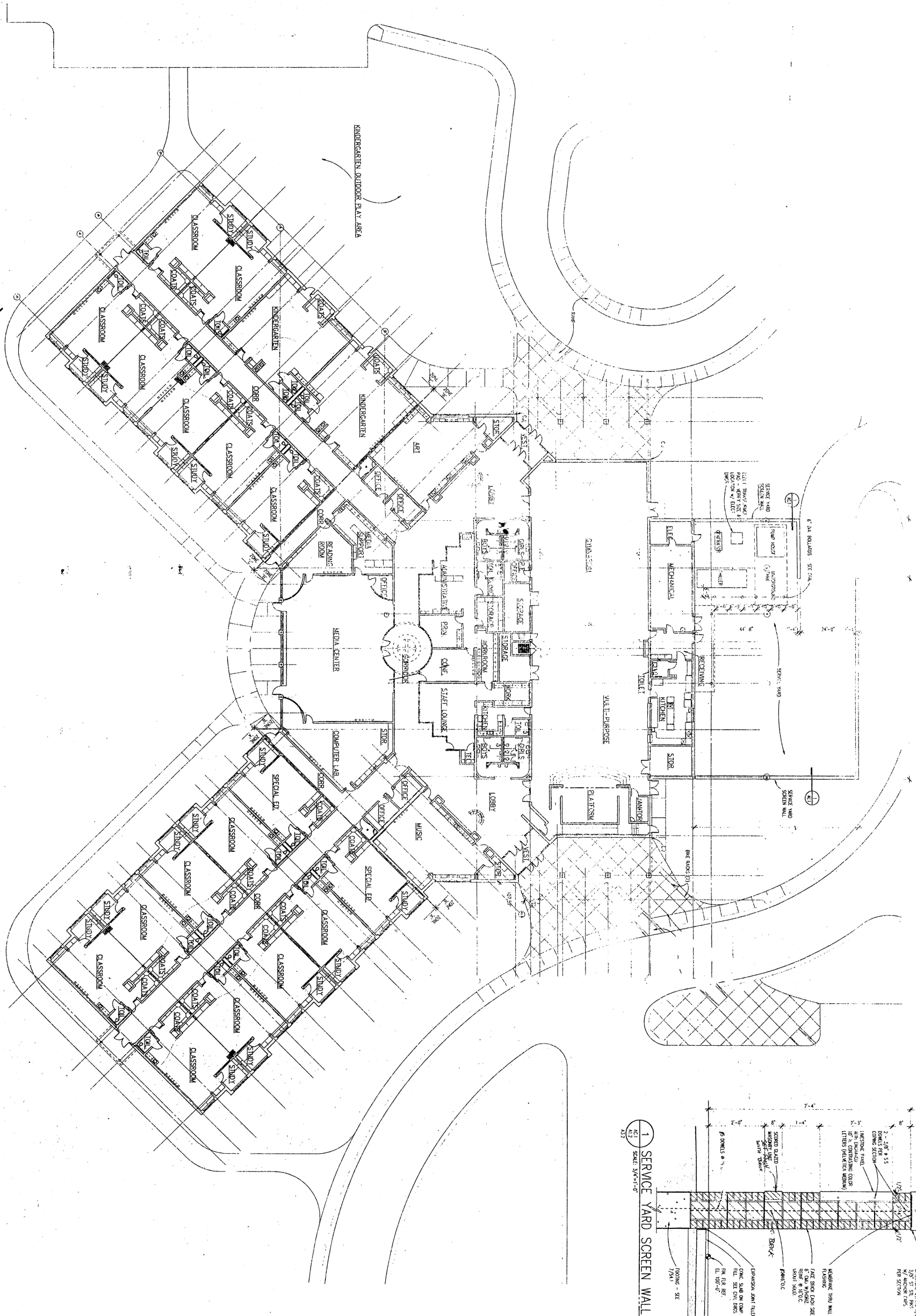
- A. Narrative description of physical facility
- B. Size of building
- C. Scaled floor plan
- D. Copy of executed lease or purchase agreement

4. In addition, the Academy and the University 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 physical facility. These approvals must be provided and be acceptable to the University 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 University Board or its designee.

5. If the Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the University 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 University 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 University Board or its designee, and the amendment regarding the new site has been executed.

6. 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.



COMPOSITE FLOOR PLAN
SCALE: 1/8" = 1'-0"

TMP Associates, Inc.
Architects Engineers Planners
1191 W. Square Lake Road
P.O. Box 289
Bloomfield Hills, MI
48303-0289
(810) 338-4561
(810) 338-0223 Fax

Kensington Woods Schools
9501 Pettys Rd.
Lakeland, MI 48143

Pinckney Community Schools
Sheet title
Composite Floor Plan

DATE	BY	REVISION
7-26-97	SB	PACKAGE NO. 4
7-27-97	WDR	WORK REVIEW
8-27-97	WDR	WORK REVIEW
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12-31-97	WDR	WORK REVIEW

LEASE AGREEMENT

This Lease Agreement (hereinafter called the "Agreement") is entered into as of the 1st day of August, 2021 by and between **Pinckney Community Schools**, a Michigan general powers district organized and operating under the provisions of the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 2130 E. M-36, Pinckney, MI 48169 (herein called "Lessor"), and **Kensington Woods Schools**, a Michigan public school academy organized and operating under Part 6(A) of the Revised School Code, as amended, being MCL 380.501 to 380.507, whose address is 9501 Pettys Drive, Lakeland, Michigan 48143 (herein called "Lessee"):

WITNESSETH:

1. **The Leased Premises.** Lessor owns real property known as 9501 Pettys Drive, Lakeland, Michigan 48143 situated in the County of Livingston and State of Michigan, commonly known as the Lakeland Elementary School" (the "Premises"). Lessor leases to Lessee and Lessee accepts and agrees to lease approximately 30,000 square feet of the Premises and more specifically described in Paragraph 2 below (the "Leased Premises").
2. **Occupancy.** Lessee will have full and exclusive occupancy of all classrooms in Hall A, office, administrative office, gymnasium, cafeteria, art room, music room, media center and outdoor fields.
3. **Term.** The term of this Agreement begins August 1, 2021 and ends July 31, 2024 (the "Lease Term"), unless the Lease Term is extended or sooner terminated in accordance with the provisions of this Agreement, or automatically and immediately terminated in accordance with Section 29 of this Agreement following termination of the Lessee's charter by the Authorizer.____
4. **Use.** The Leased Premises are to be used and occupied only as a charter school as defined in the Revised School Code, and for no other purpose.
5. **Rent.** The Lessee agrees to pay the Lessor, without demand, as rental for the Leased Premises the amount of Eleven Thousand Six Hundred Sixty-Six and 00/100 Dollars (\$11,666.00) a month for each month of the Agreement (the "Rent"). Lessee agrees to make the Rent payments on the first day of each and every month, in advance; however, the August Rent payment will be paid with the September Rent payment on September 1, 2021. If this Agreement is terminated under section 29 of this Agreement, no Rent payments to Lessor will be owed under this Agreement.
6. **Utilities.** Lessee shall pay all charges for all utilities used by Lessee or charged to the Leased Premises during the term of this Agreement, including, without limiting the generality of

the foregoing, for gas, water, sewer, electricity and heating service ("Utility Charges"). In the event the available classrooms at the Premises are leased to another entity, such as LESA, the utility charges will be prorated accordingly. All phone and internet charges will be covered by the Lessor.

7. Compliance With Laws. Upon the commencement of the Lease Term the Lessor is responsible for ensuring that the Premises are in compliance with all current public school fire and safety codes, the requirements of the Michigan Department of Licensing and Regulatory Affairs ("LARA"), and the approval of the State Fire Marshall for occupancy by students and staff, and must be in compliance with all applicable local, State and federal laws, rules, regulations and ordinances including, without limitation, all zoning ordinances, laws, rules, regulations and ordinances pertaining to school building construction, being the Michigan Revised School Code, MCL 380.1 *et seq.*, the School Building Construction Act, MCL 388.851 *et seq.*, the Stille-Derossett-Hale Single State Construction Code Act, MCL 125.1501 *et seq.*, and the Michigan Building Code (collectively the "Construction Acts"), and must be issued a Final Certificate of Occupancy, if required by the Construction Acts. If required, Lessor shall submit all appropriate applications to LARA, as well as any local municipalities, as required by the Construction Acts, with Lessee's cooperation but at no cost to Lessee, and receive all appropriate approvals prior to commencing any build-out required hereunder.

Lessee agrees to comply promptly with all laws, orders, regulations, and ordinances of all municipal, county, state and federal authorities, and all easements and building and use restrictions of record, affecting the Leased Premises and the cleanliness, safety, occupation, and use of same, including without limitation the Americans with Disabilities Act of 1990 42U.S.C. 12101-12213 (1991), as amended. Lessee also agrees 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 Leased Premises. Lessee shall not do or permit anything to be done in or about the Leased Premises that will in any way obstruct or interfere with the rights of other tenants, if any, or use or allow the Leased Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Lessee cause, maintain or permit any nuisance in, on or about the Leased Premises.

8. Maintenance, Repairs, Snow Removal and Landscaping. Except for the express obligations of Lessor set forth below ("Lessor's Obligations"), during the entire term of the Agreement, including any extension period, Lessee agrees, at its sole cost and expense, to maintain the entire Leased Premises and fixtures in good order, condition and repair at all times. Lessee shall keep the Leased Premises in a clean, sanitary and safe condition at all times, including custodial services, trash removal, a dumpster and disposal. Lessee shall be financially responsible for maintenance of the lawn and landscaping of the Leased Premises and for snow and ice removal from the pavement and walkways of the Leased Premises. Lessee hereby acknowledges and agrees that except for Lessor's Obligations it is the intent of the parties that

Lessor shall have no obligation whatsoever to repair or maintain or replace any portion of the Leased Premises unless the required repair or replacement of any portion of the Leased Premises is a direct result of the Lessors' use of the Leased Premises. In the event the available classrooms at the Premises are leased to another entity, such as LESA, the maintenance, repairs, snow removal and landscaping charges will be prorated accordingly.

Lessor, after receiving notice from the Lessee, agrees to keep in good order and repair the roof, four outer walls and structural components of the building on the Leased Premises except for damage to the roof, outer walls or structural components caused by Lessee or anyone Lessee permits to use the Leased Premises, which shall be the obligation of the Lessee.

9. Licenses. If the nature of the Lessee's business requires licensure, Lessee shall keep in effect a valid license to operate the Leased Premises for that purpose and provide Lessor with a current copy of the required license.

10. Security. Lessee agrees to provide any and all security for its use of the Leased Premises during the term of this Agreement. Lessor agrees to maintain all security measures implemented by Lessee during its use of the Leased Premises. Lessee hereby acknowledges that Lessor is not responsible for providing any security during Lessee's use of the Leased Premises and hereby releases Lessor from any and all claims Lessee may have against Lessor arising from, or related to, security of the Leased Premises during the term of this Agreement. In addition, to the extent permitted by law and without waiving any privilege or immunity, Lessee hereby agrees to indemnify, defend (using counsel of Lessor's choice) and hold Lessor harmless for any claim, expense or loss arising from, or relating to, security of the Leased Premises.

11. Quiet Enjoyment. The Lessor covenants that the Lessee, on payment of the rental 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.

12. Co-tenants. Lessor agrees that any co-tenants must be compatible with Lessee's operation of a public school academy operating grades 6-12. In order to prevent any conflict of interest, any proposed tenant of the Premises must be pre-approved in writing by Lessee.

13. Insurance. The Lessee will procure and keep in effect during the term hereof commercial general liability insurance on an occurrence basis with limits of at least Two Million Dollars (\$2,000,000.00) per occurrence, with a Five Million Dollar (\$5,000,000.00) annual general aggregate insurance issued by a company acceptable to Lessor for benefit of the Lessor. Said policy shall name the Lessee and the Lessor as additional named insured. Lessee shall deliver a Certificate of Insurance to the Lessor. Such policy shall (a) contain cross-liability endorsements and shall include coverage for bodily injury, property damage, premises and operations, personal and advertising injury and contractual liability insurance that covers the indemnification obligations of this Agreement; (b) be primary, not contributing with, and not in excess of coverage which Lessor may carry; (c) state that Lessor is entitled to recovery for the negligence of Lessee even though Lessor is named as an additional insured; (d) provide for severability of interest; (e) provide that an act or omission of one of the insured or additional insured which would void or otherwise reduce coverage shall not void or reduce coverages as to

the other insured or additional insured; and (f) contain a provision that it may not be canceled without at least thirty (30) days prior written notice being given by the insurer to Lessor.

The insurance required hereunder shall be obtained from insurance companies authorized to conduct business in the State of Michigan and rated A or better by Best's Insurance Guide. Upon Lessee's failure to deliver a Certificate of Insurance, the Lessor may, at its option, immediately cancel this Agreement upon written notice to Lessee. The limits of said insurance shall not limit any liability of Lessee hereunder.

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 to Lessee's personal property or improvements.

14. Indemnity. To the extent permitted by law and without waiving any privilege or immunity, Lessee shall indemnify, defend (using counsel satisfactory to Lessor in its sole discretion) and hold harmless Lessor, and their employees, managers, partners, officers, directors, contractors and agents from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses (including attorneys' fees) arising from or related to (i) the occupancy, condition, operation or use of the Leased Premises, (ii) any accident, occurrence, injury to or death of persons, or loss of or damage to property occurring on or about the Leased Premises, (iii) use or misuse of any portions of the Leased Premises by a Lessee or any of Lessee's respective agents, contractors, employees, visitors, and invitees, or (iv) Lessee's failure to perform its obligations under this Agreement. Lessee will not indemnify Lessor for any use or misuse of any portions of the Leased Premises by Lessor or any of Lessor's respective agents, contractors, employees, visitors, and invitees during Lessor's use of the Leased Premises. The obligations of Lessee under this paragraph arising by reason of any occurrence taking place during the Lease Term shall survive any termination of this Agreement.

15. Alterations. The Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the Lessor's prior written consent. All such alterations, additions and improvements shall be at the expense of the Lessee and to the extent permitted by law. To the extent permitted by law, 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 or improvements. Upon vacating of the Leased Premises, said improvements, additions and alterations shall, at Lessor's option, become the property of the Lessor. Lessee shall promptly remove all such alterations, additions and improvements required by Lessor to be removed and Lessee shall restore the Leased 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 the Lessee shall remove the same at the end of the Lease Term.

If Lessor consents to Lessee's performance of any alteration or addition to the Leased Premises ("Work"), Lessee shall ensure that the Work shall be made in accordance with the Plans and Drawings (as defined below) and all applicable laws, regulations and building codes, in a good and workmanlike manner and in quality satisfactory to Lessor. In addition, prior

to commencement of any Work, Lessee must submit to Lessor for approval, which approval Lessor may withhold in its sole and absolute direction: a complete set of plans and specifications ("Plans") prepared and sealed by a registered architect or engineer,

- (i) a complete set of drawings and specifications for mechanical, electrical and plumbing systems ("Drawings"); and
- (ii) a list of the contractors and subcontractors ("Contractors") who will perform the Work, together with proof of insurance and performance and labor bonds, in such amounts and with such carriers or sureties as Lessor may require in its sole and absolute discretion.

Lessor's approval of the Plans and Drawings for Lessee's alterations shall create no responsibility or liability on the part of Lessor for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities. No person shall be entitled to any lien on the Leased Premises because of any labor or material furnished to Lessee in connection with any alterations or improvements by Lessee, and nothing in this Agreement shall be construed to constitute a consent by Lessor to the creation of any lien. If any lien is filed against the Leased Premises as a result of a claim against Lessee for labor or material furnished to Lessee, Lessee shall cause the lien to be discharged of record within fifteen days after filing. If Lessee fails to cause the lien to be discharged within such time, Lessor may, without the obligation to do so, payoff the lien and Lessee shall reimburse Lessor for all costs and expenses incurred by Lessor to pay and discharge such lien, including, but not limited to, reasonable attorney fees ("Lien Expense"). To the extent permitted by law, Lessee shall indemnify Lessor from any costs, including, but not limited to, reasonable attorney fees, in connection with any such lien.

16. Eminent Domain. If all or any part of the Leased Premises shall be taken as a result of the exercise of the power of eminent domain, this Agreement shall terminate as to the part so taken as of the date of taking, and, in the case of partial taking, either Lessee or Lessor shall have the right to terminate this Agreement as to the balance of the Leased Premises by notice to the other within thirty (30) days after such date; provided, however, that a condition to the exercise by Lessee of such right to terminate shall be that the portion of the Leased Premises taken shall be of such extent and nature as substantially to handicap, impede or impair Lessee's use of the balance of the Leased Premises. In the event of any taking, Lessor shall be entitled to any and all compensation, damages, income, rent, awards, or any interest therein whatsoever which may be paid or made in connection therewith, and Lessee shall have no claim against Lessor for the value of any unexpired term of this Agreement or otherwise. In the event of a partial taking of the Leased Premises which does not result in a termination of this Agreement, the rental thereafter to be paid shall be reduced on a per square foot basis.

17. Additional Rent. All insurance, utility charges, costs and expenses that the Lessee assumes or agrees to pay under this Agreement, together with all interest and late charges that may accrue thereon in the event of failure of Lessee to pay these items, and all other damages that Lessor may incur by reason of any default of the Lessee to comply with the terms and

conditions of this Agreement shall be deemed additional rent, and in the event of non-payment, Lessor shall have all the rights as herein provided for failure to pay rent. Lessor will forward to Lessee any bills Lessor receives that Lessee is obligated to pay, including but not limited to utility and other service bills, within a reasonable period of time of Landlord's receipt thereof. Failure to forward does not constitute a waiver of the Lessee's payment obligations.

18. Default. The occurrence of any one or more of the following events (hereinafter referred to as "Events of Default") shall constitute a default or breach of this Agreement by Lessee:

- a. if Lessee shall fail to pay rent or any other sum when and as the same becomes due and payable;
- b. if Lessee shall fail to perform or observe any other term hereof to be performed or observed by Lessee under this Agreement;
- c. if Lessee shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as insolvent or shall file a petition in any proceeding seeking any reorganization, arrangements, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or fail timely to contest or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or any material part of its properties;
- d. if a lien is filed against the Leased Premises or this Agreement or any estate of Lessee hereunder shall be levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days;
- e. if Lessee vacates, abandons or deserts the Leased Premises or Lessee fails to occupy the Leased Premises for more than thirty (30) consecutive days; and
- f. if there is a revocation, termination or other invalidation of any permit, license or authorization with respect to Lessee's use and/or occupancy of the Leased Premises, including, but not limited to, certificates of occupancy, business licenses or Lessee's Charter Contract to operate as a Michigan public school academy.

19. Remedies. Upon the occurrence of any an Event of Default, in addition to any other remedies which may be available to Lessor, Lessor may, at its option, after providing to Lessee any notice required under Michigan Law, do one or more of the following:

- a. Terminate this Agreement and, upon such termination, this Agreement shall come to an end and expire upon Lessor's termination, but Lessee shall remain liable for damages as provided in Section 20 hereof; or

- b. Either with or without terminating this Agreement, Lessor may immediately or at any time after the Event of Default or after the date upon which this Agreement shall expire, reenter the Leased Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, (without being liable to indictment, prosecution or damages therefor), and may repossess the Leased Premises and remove any and all of Lessee's property and effects from the Leased Premises; or either with or without terminating this Agreement, Lessor may relet the whole or any part of the Leased Premises from time to time, either in the name of Lessor or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the expiration of this Agreement, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Lessor, in its sole discretion, may determine. In the event of any such reletting, Lessor shall not be liable for the failure to collect any rental due upon any such reletting, and no such failure shall operate to relieve Lessee of any liability under this Agreement or otherwise to affect any such liability; and Lessor may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Leased Premises as Lessor, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Lessee of any liability under this Agreement or otherwise affecting such liability;
- c. Perform for the account of Lessee any default of Lessee under this Agreement and immediately recover as expenses any expenditures made and the amount of any expenses (including legal fees) or obligations incurred in connection therewith, plus interest at the maximum legal interest rate allowed by law in the State of Michigan, from the date of any such expenditure. The payment of interest on such amount shall not excuse or cure any default by Lessee under this Agreement
- d. Lessor shall have the right to recover the rental and all other amounts payable by Lessee hereunder as they become due and all other damages incurred by Lessor as a result of an Event of Default including, without limitation, attorney's fees and costs.
- e. Accelerate all rental due for the balance of the term of this Agreement and declare the same to be immediately due and payable.

20. _____ Recovery of Damages upon Termination. Upon termination of this Agreement by Lessor pursuant to Section 19(a) hereof, Lessor shall be entitled to recover from Lessee the aggregate of:

- a. the worth at the time of award of the unpaid rental which had been earned at the time of termination;

- b. the worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the then reasonable rental value of the Leased Premises during such period;
- c. the worth at the time of the award of the amount by which the unpaid rental for the balance of the term of this Agreement after the time of award exceeds the reasonable rental value of the Leased Premises for such period; and
- d. any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in clauses (a) and (b) above is computed from the date such rent was due or would have been due, as the case may be, by allowing interest at the rate of three percent (3%) in excess of the prime rate as published in The Wall Street Journal or, if a higher rate is legally permissible, at the highest rate legally permitted. The "worth at the time of award" of the amount referred to in clause (c) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago at the time of award, plus one percent (1%). Lessee hereby waives any and all rights to set-off or recoup any present or future accounts, amounts, damages or claims arising as a result of or in connection with this Agreement, any transaction, any incident, any occurrence or any other agreement between Lessor and Lessee against any of its present or future payments due Lessor under this Agreement.

21. Lessor's Cure. All covenants, terms and conditions to be performed by Lessee under any of the terms of this Agreement shall be at its sole cost and expense and without any abatement of Rental. If Lessee shall fail to pay any sum of money, other than the payment of rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, Lessor may, but shall not be obligated so to do, and without waiving or releasing Lessee from any obligations of Lessee, make any such payment or perform any such other act on Lessee's part to be made or performed as in this Agreement provided. Lessee shall reimburse all sums so paid by Lessor and all necessary incidental costs related thereto ("Reimbursable Expenses") within fifteen (15) days of receipt of written notice from Lessor of the amount due. All Reimbursable Expenses shall be deemed additional rental, and Lessor shall have (in addition to any other right or remedy of Lessor) the same rights and remedies in the event of the nonpayment thereof by Lessee as in the case of default by Lessee in the payment of rent.

22. Lessee's Payment Obligations. In the event Lessee fails to pay any sum of money, other than the payment of Rent, required to be paid by Lessee under the terms of this Agreement, including, but not limited to any Reimbursable Expenses, Lien Expense and Utility Charges ("Delinquent Payment"), within five (5) days of when due ("Delinquency Date"),

Lessee shall pay to Lessor, on the Delinquency Date and every thirty (30) days thereafter until such payment is made, in addition to the amount of such Delinquent Payment, a late fee in the amount of five percent (5%) of the amount of the Delinquent Payment. In the event such Delinquent Payment is more than ten (10) days past due, in addition to the late fee, Lessee shall pay to Lessor interest on the unpaid amount of the Delinquent Payment at the rate of five percent (5%) per annum commencing on the tenth (10th) day after such Delinquent Payment was due, until such Delinquent Payment is made. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Lessee's default with respect to the Delinquent Payment, nor prevent Lessor from exercising any of his rights and remedies set forth in this Agreement.

23. _____ Lessor's Rights and Non-liability. Lessor shall have the right from time to time, without notice to Lessee, to inspect the Leased Premises to confirm Lessee's compliance with this Agreement or otherwise, provided that Lessor shall not interfere with Lessee's normal school operations. Lessor shall not be responsible or liable to Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining areas or any part of the area adjacent to or connected with the Leased Premises or any part of the structures or improvements on the Leased Premises or for any loss or damage resulting to Lessee or its property from theft or a failure of the security systems, if any, in the structures or improvements on the Leased Premises, or for any damage or loss of property within the Leased Premises from any cause other than solely by reason of the willful act of Lessor, and no such occurrence shall be deemed to be an actual or constructive eviction from the Leased Premises or result in an abatement of Rents.

If Lessor shall fail to perform any covenant, term or condition of this Agreement upon Lessor's part to be performed, and, if as a consequence of such default, Lessee shall recover a money judgment against Lessor, such judgment shall be satisfied only against the right, title and interest of Lessor in the Leased Premises and out of Rents or other income from the Leased Premises by Lessor, or out of the consideration received by Lessor from the sale or other disposition of all or any part of Lessor's right, title and interest in the Leased Premises, and Lessor shall not be liable for any deficiency.

24. _____ Controlling Law; No Other Agreement or Representatives; Time of Essence. This Agreement shall be governed by the laws of the State of Michigan. This Agreement represents the entire agreement between the parties and there are no understandings, agreements, representations, or warranties, expressed 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. Time is of the essence in this Agreement

25. _____ Non-Waiver; Modifications. No waiver of any provision of this Agreement, 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 payments(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 payment(s) due Lessor hereunder shall not constitute a waiver of any other type of default hereunder. No modification, alteration and/or amendment of this

Agreement 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.

26. _____ 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 above, or such other address as either of the parties may subsequently designate in writing by notice to the other party in the manner required herein.

27. _____ Surrender. The Lessee shall return said Leased Premises peaceably and promptly to the Lessor at the end of the Lease Term, 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. Upon termination of this Agreement, whether by expiration of the term, abandonment or surrender by Lessee, process of law or otherwise, any personal property belonging to Lessee and left on the Leased Premises shall be deemed to be abandoned and may be removed and disposed of by Lessor at Lessee's expense.

28. _____ Damage to Leased Premises. If the Leased Premises become wholly untenable through damage or destruction, this Agreement shall automatically be terminated without any further action by the parties; if partially untenable, the parties shall have the option of terminating this Agreement at anytime within thirty (30) days after such casualty. If the Agreement is not terminated, the Lessor shall repair the Leased Premises with all convenient speed. The obligation of the Lessee to pay the monthly rental shall be abated during the time the Leased Premises are untenable and shall be partially abated during the time the Leased Premises are partially untenable.

29. _____ Right to Terminate. In the event Lessee's Charter Contract issued by its authorizer is terminated, or a new charter contract is not issued to Lessee after expiration of existing Charter Contract, this Agreement shall automatically terminate on the same date as the Academy's Contract is terminated or non-renewed without further action of the parties.

The Lessor will have the right to terminate the Lease Agreement given a contingency to utilize the said property in another manner. Upon this contingency, the Lessor will provide written notice to Lessee one calendar year prior as notified by Authorizer of a termination or non-renewal of the Charter Contract. Additionally, if the school chooses to close for any reason this Agreement shall automatically terminate without penalty on the same day.

30. _____ 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.

31. _____ "AS IS"; No Representations. Except for the Lessor's responsibilities under Section 8., Lessee accepts the Leased Premises in its condition on the date of this Agreement,

"AS IS" and without any representations or warranties of any kind, express or implied, by Lessor. 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 on the Leased Premises. This Agreement is not made in reliance upon any representation whatsoever.

32. Security Deposit. The parties reserve agreement on a security deposit.

33. Hold Over. It is hereby agreed that in the event the Lessee herein holds over after the termination of this Agreement, that thereafter the tenancy will be from month-to-month in the absence of a written agreement to the contrary. All terms of the previous Agreement will remain the same, except that the rent amount shall be increased to 150% of the previous Rent amount.

34. Brokers. The parties hereto each represent to one another that no real estate brokers are involved in this transaction. To the extent permitted by law, each party indemnifies the other against the claims of any brokers and salespeople who allege that they represented a party or are entitled to a commission or fee as a result of this transaction.

35. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provisions of this Agreement.

36. Hazardous Materials. Lessee will not use Hazardous Materials as hereinafter defined, on or at the Leased Premises in any manner that violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. Lessor agrees to not use Hazardous Materials as hereinafter defined, on or at the Leased Premises during its use of the Leased Premises.

In the event Lessee uses or stores any Hazardous Materials on the Leased Premises, then with regard to such use or storage of any Hazardous Materials upon the Leased Premises, the Hazardous Materials shall be stored and/or used in compliance with all applicable federal, state and local laws and regulations; and without limiting the foregoing, Lessee shall not cause the Leased Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Lessee cause, as a result of any intentional or unintentional act or omission on the part of Lessee, the release of Hazardous Materials onto the Leased Premises.

With respect to the release of Hazardous Materials upon the Leased Premises caused by or resulting from the activities of Lessee, its employees or agents on the Leased Premises during the term of this Agreement, Lessee shall: (i) to the extent required by applicable law, conduct and complete all investigations, studies, sampling and testing, and perform all remedial, removal, response and other actions necessary to clean up and remove all Hazardous Materials, on, under, from or affecting the Leased Premises in accordance with all applicable

federal, state and local laws, ordinances, rules, regulations and policies, and in accordance with the orders and directives of all federal, state, and local governmental authorities; and (ii) to the extent permitted by law and without waiving any privilege or immunity, defend, indemnify and hold harmless Lessor, its employees and agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to: (1) the presence, disposal, removal, or release of any Hazardous Materials on, over, under, from or affecting the Leased Premises or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; and (3) any violation of laws, orders, regulations, requirements or demands of government authorities which are based upon or in any way related to such Hazardous Materials, including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses.

For purposes of this Agreement, "Hazardous Materials" includes, but is not limited to, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in: (1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.); (2) the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.); (3) the Resource Conservation and Recovery Act, as amended (41 U.S.C. Section 9601, et seq.); (4) the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; or (5) Michigan's Natural Resources and Environmental Protection Act, as amended (M.C.L. 324.101 et seq.), including any regulations adopted or publications promulgated pursuant to the above-referenced statutes, or as otherwise defined, classified, characterized, listed or identified by any other federal, state or local and governmental law, ordinance, rule or regulation ("Hazardous Materials Law"). Lessor agrees to provide documentation Lessor has in its possession evidencing the Lessor's compliance with all Hazardous Materials Laws prior to the commencement of this Agreement upon reasonable request by the Lessee with the acknowledgement that Lessor is not representing or warranting that such documentation is a complete or accurate set of all prior compliance documentation received by all prior lessees to the Leased Premise.

37. Asbestos. Lessee, at Lessee's sole cost and expense, hereby agrees to comply with all of the requirements under Michigan's Asbestos in Educational Facilities Act (MCL 388.861 et seq.) and the Asbestos Hazard Emergency Response Act (15 USC § 2601 et seq.)(collectively, the "Asbestos Laws") with respect to the Leased Premises, including, but not limited to, performing all of Lessor's obligations. Lessor agrees to comply with Asbestos Laws during its use of the Leased Premises. All obligations of Lessee under this Section must be performed by accredited contractors approved by Lessor, in its sole and absolute discretion, and all contracts with such contractors shall expressly provide that Lessor is a third party beneficiary of such contract. To the extent permitted by law and without waiving any privilege or immunity, 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 Lessee's failure to comply with this Section and/or the Asbestos Laws. Lessor agrees to provide documentation Lessor has

in its possession evidencing the Lessor's compliance with all Asbestos Laws prior to the commencement of this Agreement upon reasonable request by the Lessee with the acknowledgement that Lessor is not representing or warranting that such documentation is a complete or accurate set of all prior compliance documentation received by all prior lessees to the Leased Premise.

38. Transfer of Leased Premises by Lessor. Lessor reserves the right to sell, assign or otherwise transfer its interest in the Leased Premises without Lessee's consent. Lessor shall provide 30 days' notice to Lessee of any such transfer. In the event of any such sale, assignment or transfer, the transferor shall automatically be relieved of any obligations or liabilities on the part of Lessor accruing from and after the date of such transfer and Lessee covenants and agrees to recognize such transferee as the Lessor under this Agreement.

39. Subordination. This Agreement and the rights of the Lessee hereunder are hereby made subject and subordinate to all mortgages now or hereafter placed upon the Leased Premises. Lessee covenants and agrees to execute and deliver on demand an instrument or instruments subordinating this Agreement to the lien of any such mortgage or mortgages and hereby irrevocably appoints Lessor the attorney-in-fact of Lessee to execute and deliver any such instrument or instruments in the name of Lessee. In addition, Lessee agrees that, upon the request of Lessor or any mortgagee of Lessor, Lessee shall execute a estoppel certificate in form satisfactory to Lessor or any mortgagee of Lessee.

40. Recording. Neither party shall record this Agreement or a copy thereof without the written consent of the other; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum of this Agreement for the purposes of recordation. Said memorandum of this Agreement shall describe the parties, the Leased Premises, the term of this Agreement and any special provisions, except rentals payable hereunder, and shall incorporate this Agreement by reference.

41. Marketing. The Lessee agrees to not strategically and intentionally target Lessor's students by marketing within the Lessor's boundaries. . Similarly, the Lessor agrees to not harm the Lessee in any way.

42. Attorneys' Fees. If Lessor uses the services of an attorney in connection with (i) any breach or default in the performance of any of the provisions of this Agreement, in order to secure compliance with such provisions or recover damages therefor, or to terminate this Agreement or evict Lessee, or (ii) any action brought by Lessee against Lessor, or (iii) any action brought against Lessee in which Lessor is made a party, Lessee shall reimburse Lessor upon demand for any and all attorneys' fees and expenses so incurred by Lessor.

43. Jury Waiver. LESSOR AND LESSEE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT

OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.


44. Severability; Authority. Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of this Agreement will remain in effect. Each of the parties executing this Agreement does hereby covenant and warrant that it is a fully authorized and existing corporation, limited liability company, partnership or other business entity, if applicable, that it has and is qualified to do business in the State of Michigan, that it has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of such entity are authorized to do so.

45. 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 10.4 of the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Lease Agreement, the parties agree that this Lease Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy Lessee, and the Lessor shall have no recourse against the Academy Lessee or the University Board for implementing such site closure or reconstitution.

In witness whereof, the parties hereto have executed this Agreement the day and year first written above.

Lessor:

Pinckney Community Schools, a Michigan Public School District

By: 

Rick Todd, Superintendent

Lessee:

Kensington Woods Schools, a Michigan Public School Academy

By: 

Print Name: Conrad Phillips

Its President

MEMORANDUM

RE: Kensington Woods High School – Certificate of Use and Occupancy
DATE: August 21, 2014

For the 2014-2015 academic year, Kensington Woods High School (Academy) relocated its facility to 9501 Pettys Rd., Lakeland, MI 48143. This facility was used by the Pinckney Community School District as an elementary school (Lakeland Elementary) from the time of construction until June, 2014.

On August 21, 2014, Center staff spoke with Charlie Curtis, Assistant Chief of the Building Division at the Bureau of Construction Codes (BFS), who indicated that the Academy did not need to have a Certificate of Use and Occupancy issued for the facility as it has been used as a traditional public school from the time of construction until this past June and it is likely that the BCC never issued a Certificate of Use and Occupancy for the facility since it was built prior to 2003, which is when the BCC separated from the BFS and became the sole entity that issues Certificates of Use and Occupancy to schools.

As part of the Academy's relocation, the Bureau of Fire Services (BFS) completed a school safety inspection. Documentation from the BFS is included in this Schedule 6.

INSPECTION REPORT
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF FIRE SERVICES
FIRE MARSHAL DIVISION

FACILITY NAME Kensington Woods High School	INSPECTION DATE October 27, 2014	COUNTY Macomb	PROJECT 133287
ADDRESS 9501 Pettys Rd	FACILITY TYPE School	RULES/CODES '99 Existing School	JOB/LIC/FAC. NO. N/A
CITY, STATE ZIP CODE Lakeland MI 48143	FACILITY REPRESENTATIVE Linda Moskalik, Asst. Supt. Finance		INSPECTION TYPE Recheck Final
FACILITY PHONE 810-225-3900	PHONE 2 moskalik@pcs.k12.mi.us	FACILITY FAX 810-225-3905	

Re: Final Recheck Fire Safety Inspection of Existing School

A recheck fire safety inspection was completed on this date. The deficiencies noted previously have been corrected.

As a reminder, emergency lighting shall be tested monthly for 30 seconds and annually for 90 minutes. Records of emergency light testing shall be maintained for review.

cc: Linda Moskalik, Asst. Supt. Finance
810-225-3900
moskalik@pcs.k12.mi.us

FIRE SAFETY CERTIFICATION Approved.	PROJECT STATUS Closed	REVIEWED BY MD
INSPECTING OFFICIAL Patrick Tutak, Fire Marshal Inspector	ADDRESS	3101 Technology Blvd., Suite H Lansing, MI 48910
SIGNATURE OF OFFICIAL <i>Patrick Tutak</i>	TELEPHONE	248-888-8762
	FAX	517-332-1427
	E-MAIL	tutakp@michigan.gov
The Department of Licensing and Regulatory Affairs will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.		Authority: PA207 of 1941, as amended Completion: Required Penalty: Misdemeanor

CONTRACT SCHEDULE 7

**REQUIRED INFORMATION FOR
A PUBLIC SCHOOL ACADEMY**

SCHEDULE 7

REQUIRED INFORMATION FOR A PUBLIC SCHOOL ACADEMY

Required Information for a Public School Academy. This Schedule contains information required by the Code and the Contract. 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 Goal and Related Measures. The educational goal and related measures 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 Academy's criteria for the application and enrollment of students is 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 is set forth in Section h of this Schedule.

SECTION A

GOVERNANCE STRUCTURE

GOVERNANCE STRUCTURE

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. All public schools are subject to the leadership and general supervision of the State Board of Education and the Legislature has authorized an alternative form of public school designated a "public school academy" to be created to serve the educational needs of pupils and has provided that pupils attending these schools shall be eligible for support from the State School Aid Fund. The Legislature has delegated to the governing boards of state public universities, community college boards, intermediate school district boards and local school district boards, the responsibility for authorizing the establishment of public school academies. The University Board has approved the issuance of a contract conferring certain rights, franchises, privileges, and obligations of a public school academy to the Academy Board.

The Academy is incorporated as a Michigan nonprofit corporation, organized on a non-stock, directorship basis for the purpose of operating as a Michigan public school academy. The Academy shall conduct its affairs as a governmental entity exempt from federal income taxes under Section 115 of the United States Internal Revenue Code or any successor law. The Academy is a body corporate and is not a division or part of Central Michigan University. The relationship between the Academy and the University Board is based solely on the applicable provisions of the Code and the terms of this Contract.

The Academy Board shall have at least five (5), but no more than nine (9) members, as determined by the University Board. Academy Board members shall be appointed according to the terms of the Method of Selection, Appointment and Removal Resolution adopted by the University Board. The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy and for adopting policies by which the Academy shall be governed. 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: Amended Bylaws, set forth a further description of the Academy Board's governance structure.

Academy Board members shall serve in their individual capacity, and not as a representative or designee of any other person or entity. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest and prohibited familial relationships, including Article IV, Sections 4.4 and 4.5 of the Terms and Conditions of this Contract.

Pursuant to applicable law and the Terms and Conditions of this Contract, including Article III, Section 3.6, the Academy Board may employ or contract for personnel according to the position information outlined in Schedule 5. Before entering into an agreement with an Educational Service Provider or an employee leasing company to provide services or to provide personnel to perform services or work at the Academy, the Academy Board must first comply with the Educational Service Provider Policies issued by the Center.

SECTION B

EDUCATIONAL GOAL AND RELATED MEASURES

EDUCATIONAL GOAL AND RELATED MEASURES

Pursuant to Applicable Law and the 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. Although an increase in academic achievement for all groups of pupils as measured by assessments and other objective criteria is the most important factor in determining the Academy’s progress toward the achievement of the educational goal, the Center also considers other factors. Upon request, the Academy shall provide the Center with a written report, along with supporting data, assessing the Academy’s progress toward achieving this goal. In addition, the University 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.

Measures to Assist In Determining Measurable Progress Toward Goal Achievement

To assist in determining whether the Academy is achieving measurable progress toward the achievement of this goal, the Center will annually assess the Academy’s performance using the following measures.

Measure 1: Student Achievement

The academic achievement of **all students who have been at the academy for one or more years¹** in grades 6-8 will be assessed using the following measures and targets:

Sub Indicator	Measure	Metric	Target
Against a Standard:	The percentage of students meeting or surpassing the current, spring, grade-level national norms ² on the NWEA Growth reading and math tests administered in the spring.	Distribution (which will be in the form of percentages): Exceeds $\geq 70.0\%$ Meets $\geq 50.0\%$ Approaching $\geq 30.0\%$ Does not meet $< 30.0\%$	50%
In the event that performance against the standard falls below these required expectations, “measurable progress towards the achievement of this goal” will be defined using the following measures and targets:			
Over Time:	The percentage of students meeting or surpassing spring grade-level national norms over time (CY-AVG(PY1+PY2+PY3)).	Trend score (which will be in the form of $-x$ to $+x$): Exceeds $\geq 6.0\%$ Meets $\geq 3.0\%$ Approaching $\geq 1.0\%$ Does not meet $< 1.0\%$	3.0%
Comparison Measure:	The percentage of students categorized as proficient or advanced on the most recent state assessment will surpass the school’s Composite Resident District (CRD) percentage.	Portfolio Distribution (which will be in the form of $-x$ to $+x$): Exceeds $\geq 10.0\%$ Meets $\geq 5.0\%$ Approaching $\geq 0.0\%$ Does not meet $< 0.0\%$	5.0%

¹ One or more years students (also called 1+ students) are students who are enrolled in the academy on or before count day and are still enrolled at the end of a given academic year.

² Grade level national norms are updated periodically by NWEA following comprehensive norming studies. The Center will use the most updated national norms published by NWEA and will inform the Academy when the norms are updated and how the updated norms may impact analysis and performance reporting.

Measure 2: Student Growth

The academic growth of all students in grades 6-8 at the Academy will be assessed using the following measures and targets:

Sub Indicator	Measure	Metric	Target
Against a Standard:	The median of student growth percentiles (MGP) reflecting fall-to-spring scaled score growth on the reading and math NWEA Growth tests.	MGP: Exceeds \geq 65th Meets \geq 50th Approaching \geq 45th Does not meet $<$ 45th	Reading: 50 Math: 50
In the event that performance against the standard falls below these required expectations, “measurable progress towards the achievement of this goal” will be defined using the following measures and targets:			
Over Time:	The percentage of students making at least one year’s growth over time (CY-AVG(PY1+PY2+PY3)).	Trend score (which will be in the form of $-x$ to $+x$): Exceeds \geq 6.0% Meets \geq 3.0% Approaching \geq 1.0% Does not meet $<$ 1.0%	3.0%
Comparison Measure:	The mean student growth percentile reflecting growth on the two most recent state assessments will surpass the school’s Composite Resident District.	Portfolio Distribution (which will be in the form of $-x$ to $+x$): Exceeds \geq 10.0% Meets \geq 5.0% Approaching \geq 0.0% Does not meet $<$ 0.0%	5.0%

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Measure 3: Post-Secondary Readiness: Grades 9-11

The ‘on-track’ towards college readiness rates of all students in grades 9-11 will be assessed using the following measures and targets.

Sub Indicator	Measure	Metric	Target
Against a Standard:	The percentage of students meeting or surpassing the current grade-level college readiness benchmarks on the PSAT (grades 9 and 10) and SAT (grade 11) in Evidence-Based Reading and Writing (EBRW) and Math.	For EBRW, distribution (which will be in the form of percentages): Exceeds $\geq 70.0\%$ Meets $\geq 60.0\%$ Approaching $\geq 50.0\%$ Does not meet $< 50.0\%$	PSAT 9 EBRW: 60% Math: 40%
		For Math, distribution (which will be in the form of percentages): Exceeds $\geq 50.0\%$ Meets $\geq 40.0\%$ Approaching $\geq 30.0\%$ Does not meet $< 30.0\%$	PSAT 10 EBRW: 60% Math: 40%
		SAT 11 EBRW: 60% Math: 40%	
In the event that performance against the standard falls below these required expectations, “measurable progress towards the achievement of this goal” will be defined using the following measures and targets:			
Over Time:	The percentage of students meeting or surpassing the current grade-level college readiness benchmarks on the PSAT (grades 9 and 10) and SAT (grade 11) over time (CY-AVG(PY1+PY2+PY3)).	Trend score (which will be in the form of $-x$ to $+x$): Exceeds $\geq 6.0\%$ Meets $\geq 3.0\%$ Approaching $\geq 1.0\%$ Does not meet $< 1.0\%$	3.0%
Comparison Measure:	The percentage of students meeting or surpassing the current grade-level college readiness benchmarks on the SAT (grade 11) will surpass the school’s Composite Resident District percentage.	Portfolio Distribution (which will be in the form of $-x$ to $+x$): Exceeds $\geq 10.0\%$ Meets $\geq 5.0\%$ Approaching $\geq 0.0\%$ Does not meet $< 0.0\%$	5.0%

SECTION C

EDUCATIONAL PROGRAMS

EDUCATIONAL PROGRAMS

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

Mission

The mission of Kensington Woods Schools (“Academy”) is to provide students with a superior academic education in a student-centered environment that promotes character and values. To prepare each student for success in college, career and life through a rigorous, engaging and challenging educational program that is student-centered and promotes character and values.

Vision

The Academy offers a caring educational environment that is challenging and relevant where dramatic academic and personal advancement is accomplished through students who:

- engage in a challenging and relevant academic program that includes subject area integration and diverse arts experiences while focusing on 21st century skills and community learning experiences;
- create and reflect on educational and personal goals;
- collaborate with peers and staff to solve problems and demonstrate learning;
- acquire 21st century technology and workplace skills;
- engage in critical thinking and acknowledgement of the value of learning as a lifelong process.

To achieve the mission and vision, the Academy is committed to providing an environment where students can:

- develop intellectual and academic potential to the fullest degree and prepare for college and future challenges;
- relate education to relevant, real world experiences by exercising active citizenship and developing individual potential and social responsibility;
- discover responsibility for individual learning and personal lives as well as empathy for all people;
- become independent, confident thinkers who regard education as an enriching life-long ambition;
- develop strong character, affirming the worth and dignity of each individual;
- develop skills in creativity, collaboration and critical thinking;
- plan for college, career and life.

Values

The Academy’s core belief is based on the premise that by creating a learning environment that is rigorous, relevant and provides opportunities for students to develop relationships with caring adults, the result will be student success in high school and post-secondary options.

Staff will be committed to:

- measuring each student’s progress and providing feedback for improvement;
- viewing each student as a unique and valuable learner with individual goals and needs;

- advising, guiding and supporting students in the educational quest;
- requiring, coaching and modeling personal and social responsibility from students;
- providing rigorous and relevant academic subject matter and learning experiences.

Curriculum

The Academy delivers on these beliefs by integrating curriculum, using time to maximize learning, developing experiential units, offering diverse arts experiences and requiring student work that is of high quality, reflective and representative of 21st century skills, including creativity, collaboration and critical thinking. The Academy does this in a highly personalized, caring environment where students and families are valued and given genuine opportunities to influence learning and the Academy as a whole.

At the Academy, professional development and collaboration are highly regarded and used to develop and monitor the curriculum. Academy teachers have undergone a rigorous process of identifying priority standards and learning outcomes for each core course of the Michigan Merit Curriculum using the Michigan Academic Standards as a guide. The priority standards are used to develop full assessments to accurately measure student learning and to impact the planning for classroom instruction and activities. Coursework is centered on the mastery of these skills, whether in stand-alone courses or in integrated courses. The staff also identifies standards that lend themselves well to integration to create integrated courses or projects.

The Academy offers online options through Michigan Virtual School (“MiVS”) and Edgenuity®. Students are encouraged to extend learning through MiVS with Advanced Placement® (“AP”) courses or other electives that the school does not offer. Students who are in need of credit recovery may take Edgenuity courses during the school year or in summer school.

The curriculum at the Academy invests in subject-area integration. Subject-area integration is when more than one subject area or discipline are combined to teach a concept, skill or course. This allows students to see how ideas are connected in a real-world way and teaches content in context, allowing students to develop collaboration, problem solving, creativity and critical thinking skills. Subject-area integration also helps engage students while increasing knowledge retention¹.

In the high school, subject-area integration takes shape through integrated core and elective courses. For freshmen, English language arts (“ELA”) and social studies are completely integrated. The units use complex, real-world non-fiction texts as well as literature and poetry to explore topics simultaneously with the study of geography, history and people. Other integrated core classes include Chemistry/Art, English 11/Government, Biology/Health and English 12/Art. Integrated electives include Symposium and Makerspace. Integrated classes use thematic units based on essential questions that examine the intersection of the content areas and relate the content to the real world.

The middle school (6th-8th) core courses are taught in a multi-grade fashion and rotate over three years, reaching all course content expectations within those three years. Skills and

¹ Freeman, M., Mathison, S. “The Logic of Interdisciplinary Studies.” (1997) National Research Center on English Learning & Achievement.

tasks/assessments are differentiated and scaffolded throughout the three-year cycle, continuously building student skills throughout the three years. This rotation also allows for integrated and thematic units and projects that encompass the entire middle school. The integrated units provide students with opportunities to investigate issues of social justice, world affairs, rights, responsibilities and citizenship and current events. Middle school teachers plan collaborative projects based on unit themes, gathering the entire middle school together to introduce and/or culminate the thematic units and make connections between the subjects.

The Academy has developed a unique schedule to support the delivery of the curriculum. The Academy recognizes that some lessons or activities require less time than others but, more importantly, responds to this critical time in neurodevelopment. Research² shows that during adolescence the brain is rapidly forming new connections but also has rapid decay in areas that are not stimulated. The need to stimulate the brain by making content relevant and engaging is of prime importance. To support integrated inquiry-based instruction, time needs to be appropriately allocated for the benefit of the learners rather than the institution. The Academy uses a modified block schedule to provide for instructional flexibility that extends some class periods to aid in instruction for integrated courses and also allows time in the schedule for a variety of advisory experiences. Additionally, during the school year, there are opportunities for service learning and hands-on, deep dives in elective and core courses.

The Academy embraces the research³ that suggests a strong arts program not only enhances student engagement but also increases student achievement in core content areas. A strong arts program also encourages expression and problem-solving in unique ways while creating a community of learners with open minds that discuss work based on individual merits instead of personal judgment. The Academy has a strong arts program allowing students to take full-term visual art or music courses but also integrates art into all the core content areas, when possible, through symposiums, integrated courses, whole school projects, service learning and Project Term.

The Academy also launches regular Academy-wide service learning and whole school projects. In these projects, all grade levels investigate an issue and/or participate in service as well as construct presentations for community members and parents. The events unify the student body while meeting the goals of character and 21st century skill development.

The 21st century curriculum is focused less on content and more on what students do with the content. The focus is beyond just teaching for skill over content. Students make connections between disparate information, raise questions and make decisions based on inquiry and careful consideration. The ultimate goal is for students to present the learning in a way that is clear and concise. Thus, teaching for understanding is the primary goal. In today's information dense world, the profile of the successful 21st century student and worker is one who can find the relevant information, evaluate it, synthesize it and apply it to solve problems. In this model, the teacher serves more in the role of advisor or coach assisting students in evaluating the quality, importance

² Giedd, J.N., M.D. "The teen brain: Primed to Learn, primed to take risks." (26 February, 2009) *The Dana Foundation*, retrieved from <https://www.dana.org/news/cerebrum/detail.aspx?id=19620>

³ Smith, F. "Why arts education is crucial and who is doing it best." (28 January 2009) *Edutopia*. Retrieved from <http://www.edutopia.org/arts-music-curriculum-child-development>

or relevance of information and encourages students to develop expertise in defined areas of learning.

Academy Expectations

The Academy has committed to a set of Academy expectations that it disseminates among parents and students. The expectations, found on the Academy’s website and given to and discussed with parents and students at the start of each school year, articulate the Academy’s goals of learning and include:

Academic Thinking and Skills Goals

Key Cognitive Strategy	<i>Students will achieve by...</i>
Remaining Open to Continuous Learning	Developing an openness to explore and appreciate all subject matter explored in courses.
Analysis	Being able to separate and investigate the component parts of a subject in order to study and better understand the smaller parts relation in making up the whole.
Interpretation	Evaluating, synthesizing and communicating the issues, themes and conflicts presented in all courses.
Reasoning, Argumentation, Proof	Constructing focused, coherent, fully supported positions on a variety of topics and issues. Students will seek reasons and strive to be well informed.
Metacognition	Reflecting on the process of learning and thinking about the work is a key component of every course. Students are expected to think about the learning process and understand how it relates to the student as the learner.

Academic Behavior	<i>Students will achieve by...</i>
Study Skills	Developing and adhering to assignment deadlines.
Organization	Being able to organize a range of tasks appropriate to the assignments.
Work Habits	Being able to work independently, collaboratively and seek assistance if needed.
Academic Integrity	Acting honestly and ethically in the academic work.
Persisting	Taking advantage of opportunities to demonstrate mastery.
Managing impulsivity	Employing classroom behavior that promotes a supportive learning environment for all students.
Responsible Use of Technology	Using technology responsibly and for academic purposes.

Contextual Skill and Awareness	<i>Students will achieve by...</i>
Value of Education	Being aware of the importance of continuing post- secondary opportunities and because of this are expected to actively participate in the courses.

Respect of Others	Respecting the opinions of those whose opinions differ and to understand that people can maintain civility even when holding opposite opinions and beliefs.
Awareness of Support Systems	Being aware of support systems, including academic and career resources.

21st Century Skills

21 st Century Skills	
Collaborate <i>What does collaborate look like?</i>	Students who collaborate respectfully work with others to effectively accomplish a goal or task. Students leverage their own strengths and strengths of others to accomplish a common goal. Students assume shared responsibility for collaborative work and value the individual contributions made by each team member. Students also respectfully and productively give and receive feedback .
Self-Awareness <i>What does self-awareness look like?</i>	Students with self-awareness are able to think critically about their own actions, thoughts, knowledge and limitations to better inform future behaviors. Students are internally motivated, responsible, self-directed and can manage their own time . Students understand that learning is a process and think critically about that process. Students are able to recognize opportunity and set and work towards goals . Students exhibit integrity and ethical behavior .
Communicate <i>What does communication look like?</i>	Students who communicate well are able to use verbal, written, digital, visual and other methods of communication to convey their ideas clearly and concisely . Students are active listeners , listening to decipher meaning and intentions. Students not only consider what they communicate but how others will perceive what they communicate. Students are able to display proper and purposeful social skills and interaction .
Persist <i>What does persistence look like?</i>	Students who persist have a drive that pushes one to get past setbacks and negativity. Students understand that failure is not the end , it is an opportunity to learn and is part of the learning process. Students have a mindset of lifelong learning .
Innovate <i>What does innovation look like?</i>	Students who innovate have an open mindset of questioning, wonder and discovery . Students are willing to take responsible risks to discover new and worthwhile ideas. Innovating is not always starting from scratch; it is often making new connections with existing ideas and things.
Think Critically <i>What does thinking critically look like?</i>	Students who think critically exhibit problem solving skills. Students look for deeper connections between content areas, life experiences and different perspectives. Students integrate different disciplines and perspectives in their work and thoughts. Students evaluate and reflect on experiences, processes and content critically.
Create <i>What does creativity look like?</i>	Students who create design solutions to problems with a purpose . Through the process of creating, students innovate, brainstorm, develop multiple possible solutions and choose the best solution(s) for the

like?	situation. Students also test their solutions and get feedback to develop the best answer to the problem.
Fun What does fun look like?	Students who have fun look at life with the mindset of discovery and play . Students use their imagination and sense of humor to be productive and engage themselves in situations. Students use fun to relate to the world and people in a way that is fun for everyone.
Think Big What does thinking big look like?	Students who think big see the big picture . Students gather the pieces of the puzzle and synthesize them when making decisions or opinions. Students are able to embrace different points of view and view situations from multiple perspectives . Students understand the implications of different decisions on different perspectives . Students also have a global awareness .
Empathize What does empathy look like?	Students who empathize immerse themselves in other’s experiences and perspectives to better understand the situation. Students look at the context of situations. Students engage themselves with others to build relationships and deepen understanding. Students understand the implications of different decisions on different perspectives. Students also respectfully and productively give and receive feedback .
Media & Technology Literacy What does media and technology literacy look like?	Students who have media and technology literacy understand the proper and purposeful use of technology and media and use it to effectively communicate ideas and access information . Students are open to innovation with media and technology but also look at it with a critical eye , understanding the positive and negative impacts media and technology can have on one’s life.

The academic expectations are interwoven and evident throughout the curriculum at the Academy, but especially in integrated core courses and integrated electives like Symposium. In Symposium, priority standards are pulled from the typical course schedule and integrated through natural connections and hands-on and/or community opportunities for students to conduct research, apply it and present it. Typically organized into science, technology, engineering and mathematics (“STEM”) or humanities (English, social studies and art), Symposium courses have students learning through inquiry. Students are presented with a problem or question and engage in activities in which students generate and test hypotheses, create analogies, research, perform field work or community service and collaborate to present solutions, answers and discoveries.

Senior Exhibition

During the senior year, students undertake a major project that provides an opportunity to showcase learning and preparation for the adult world. Senior Exhibition is an invention of the Coalition of Essential Schools and the Academy aspires to stay true to its aim of “...demonstrating competence according to state, local, school and personal standards, [through] exhibitions [which] are unique, personalized work products representing each individual’s growth, interest, capacities, response to challenge and effort.”⁴

⁴ Davidson, J. “Exhibitions: Demonstrations of mastery in essential schools.” (February, 2007) *Horace*, retrieved from <http://www.essentialschools.org/resources/237>

Senior Exhibition is embedded in the student’s senior English course to support the research and writing components. Seniors explore an essential question of the project design and research the question, developing an in-depth research paper addressing the essential question. Students also design a service learning project that addresses the essential question and present the findings in a presentation to faculty, peers, family and the community. Additionally, the project exemplifies the Academy’s learning expectations with a focus on community and collaboration. The exhibitions also provide a means for the staff, parents and students to evaluate the program. High quality senior exhibitions are reflective of an Academy delivering on the mission to prepare students for “...democratic participation, citizenship and lifelong learning.”⁵

Project Term

Project Term is a dynamic and constantly changing round of intensive electives offered at the conclusion of the school year. In contrast to a school year winding down with lower expectations for students, the Academy seeks to maintain the rigor of the more traditional learning of the year in a way that meets students’ needs both physically and mentally. All courses in Project Term involve at least one field trip; often students are gone for a few days at a time. Each course also integrates a community aspect in which students either bring in a member of the community to work with the student and/or students go out into the community through service work or field trips. Teachers develop the courses over the year based on student needs, interests and opportunities (e.g., community partnerships, grant funding, fundraising, parent volunteers and mentors).

During this time, students may engage in physical fitness, technology enrichment, a focused art exploration, historical investigations or environmental studies. Each course in Project Term has a performance assessment at the conclusion and these demonstrations of learning are presented on the Academy’s final day in an open house celebration. As the aims of Project Term are often affective in nature, providing students with opportunities to increase confidence, invoke awe and wonderment, require perseverance and widen one’s view of the surrounding world. The courses are pass-fail. The courses center more on participation and the completion of the culminating project rather than on the demonstration of content mastery. Courses are categorized into one or more categories: STEM, Humanities or Fitness/Health.

Advisory

All students have a daily advisory class, including a grade-level advisory that meets twice a week. The essential components of grade-level advisory include a small size, a multi-year relationship with students, a common point of contact for parents/guardians and most importantly relationships with the teacher-advisor and with advisory peers. Inspired by the success of Big Picture schools, the Academy imported the spirit of an advisory in which advisors guide students in the development of “soft skills” such as time management, conflict resolution and persistence. Team building, self-reflection and monitoring progress toward academic and personal goals are common activities during grade level advisory. Class meetings are also a core component of grade-level advisory, allowing students to practice key skills in conflict resolution and build responsibility, cooperation and a safe learning environment⁶.

⁵ Ibid.

⁶ Erwin, J., *The Classroom of Choice*. (2004) Alexandria, VA: Association for Supervision and Curriculum

During other advisory times, personal attention is given to individual students or groups of students who need assistance in course work, study time or additional time in the art room or computer labs. One way this is done is through Math to Achieve (“M2A”) and Read to Achieve (“R2A”) Advisories, where students review, practice and build fundamental math⁷ and reading skills. Seniors also are given an opportunity to peer tutor younger students in math at this time. Advisory also provides time for students to work collaboratively on projects, to peer tutor and to meet with clubs and organizations.

Advisory time is also designated for SAT[®] preparation. During SAT preparation times, students analyze their PSAT[™] and practice test results and participate in targeted instruction to build foundational and advanced skills and close gaps in understanding assessed by the SAT. Additional time is set aside for SAT prep during the year, including time during regular classes and longer stretches of time specially designated during the school day allowing for practice tests and deeper investigations into test results.

The advisory time is crucial to the delivery of the program as it is central to the Academy’s belief that all students are not only capable of high achievement and are eager to achieve but need an environment that is both nurturing and challenging. Research⁸ indicates that “non-cognitive factors” are essential to consider when seeking to improve or maximize academic performance. Helping students develop academic behaviors and perseverance while teaching learning strategies and social skills is an important element in exceptional academic achievement. This type of work with students is complemented by lessons in mindset. Students are taught that intelligence is not an inherent characteristic but can be “grown.” Using Carol Dweck’s research⁹, teachers use the advisory time to teach students about the power of mindset—a belief about one’s ability to learn and improve and the understanding that intelligence is not fixed or inherent but can be grown with effort and training.

Character Development

Character education is embedded into the fabric of the Academy, integrated with safety policies and based on the principles of American Democracy. It is grounded in internal control psychology which is the belief that behavior is guided by one’s personal actions and thoughts not by fate, luck or other external circumstances. The philosophy directly contrasts the traditional coercive behavior management used in schools that turn staff and students into adversaries. Teacher modeling, challenging academic curriculum, instructional processes and ongoing assessment of learning are used to support high student achievement. Additionally, non-coercive management of the Academy/classroom environments and positive relationships with parents/guardians provides support for student character development.

Character education is also taught to students through the discussion and analysis of Habits of

Development.

⁷ US Department of Education, “Assisting Students Struggling with Mathematics: Response to Intervention (RtI) for Elementary and Middle Schools.” (June, 2009).

⁸ Farrington, C., Roderick, C., et al., *Teaching Adolescents to Become Learners*. (June 2012) The University of Chicago Consortium on Chicago School Research.

⁹ Dweck, C.S., Ph.D. *Mindset: The new psychology of success*. (2006) New York: Ballantine Books.

Mind¹⁰, soft skills and other positive character traits. These character traits are embedded into the core curriculum as well as regular topics for grade-level advisory, modeled and recognized in day to day behaviors and used for inspiration of end of the year recognitions for students, along with more traditional awards like attendance and Honor Roll. For example, students are recognized for demonstrating traits like persistence, creating, imagining and innovating and optimism.

Academy Relationships

Coercive or external control environments destroy Academy culture and relationships between staff members and between students and teachers. External control is a short way to describe when hurtful habits (i.e. criticizing, blaming, complaining, nagging, threatening, punishing and rewarding to control) are used in the Academy. Using caring and connecting habits (i.e. caring, listening, supporting, contributing, encouraging, trusting and befriending) and focusing on the 5 Basic Needs¹¹ and strategies to teach based on students needs¹² bring teachers, parents and students together.¹³ The importance of strong relationships is emphasized throughout all program components. In addition, an emphasis is placed on the motivation and development of the whole student in an educational environment that nurtures high expectations and academic success while supporting the development of character traits.

Instructional Approaches

For the program to be successful, teachers are expected to use instructional approaches that support the learning objectives. First and foremost is the backwards design approach, specifically the *Understanding by Design* (“UbD”) method presented by Jay McTighe and Grant Wiggins (2001), which has teachers define desired learning outcomes first when planning a unit and then design the rest of the unit, including assessments around those learning outcomes. This unit design methodology is fundamental to implementation of the program as it requires students to answer an essential question. An essential question has no simple answer and signals the learner that inquiry is the key. Furthermore, the use of the essential question allows access for learners of all ability levels to access the curriculum. A well-framed essential question is “...likely to make students want to do two things: (1) actively pursue an inquiry and not be satisfied with glib, superficial answers and (2) willingly learn content along the way in the service of the inquiry.”¹⁴ Essential questions transform the student’s approach to content. Instead of the student trying to determine why content is relevant or why it matters, the content now serves the inquiry in pursuit of answering the essential question. Whether students are in an integrated course, Advisory, senior exhibition or a traditional class, units are all designed using essential questions.

Unit design at the Academy begins with identifying the learning outcome, derived from priority standards and connecting the outcomes to compelling essential questions. The next step is distinguishing a broad range of assessments for the length of the unit, aligned closely to the defined

¹⁰ Costa, A., Kallick, B., *Learning and Leading with Habits of Mind: 16 Essential Characteristics for Success*. (2009) Alexandria, VA: Association for Supervision and Curriculum Development.

¹¹ Glasser, W., *Choice Theory: A New Psychology of Personal Freedom* (1998). New York, NY: HarperCollins Publishers.

¹² Erwin, J., *The Classroom of Choice*. (2004) Alexandria, VA: Association for Supervision and Curriculum Development.

¹³ Glasser, W (2000). Every student can succeed. Chulavista, CA: Blackforest Press.

¹⁴ McTighe, J. and Wiggins, G. *Essential Questions: Opening doors to student understanding*. (2013) Alexandria, VA: Association for Supervision and Curriculum Development.

learning outcomes. To determine gaps, the teacher provides formative assessments (e.g., exit ticket or thumbs up/down strategies, journal entries and quizzes). Well-designed, thematic units also allow for student voice and choice in demonstrating mastery. The Academy uses a balance of summative assessments that include performance assessments, selected response, short answer assessments and extended written responses appropriate to the learning target and provide a reliable measure of student understanding.

The instructional side of the curriculum-assessment-instruction triangle is guided by the use of Robert Marzano’s *The Art and Science of Teaching*¹⁵. Teachers use the unit design questions to guide the development of learning activities to support student learning. Among the “non-negotiable” aspects based upon the recommendations from Marzano are having clear learning targets and a means for students to monitor progress.

Teachers at the Academy also acknowledge that students enter their classrooms at different levels of ability and experience with the content. Therefore, teachers practice differentiation to meet the needs of individual students¹⁶. Teachers focus on differentiating content, processing of content and assessment through differentiating based on student interest, learning profile and readiness. Teachers utilize a wide variety of differentiation strategies including flexible grouping, anchor activities, learning centers and tiered activities with the goal of having all students master the priority standards and keeping all students engaged and challenged.

Mastery Learning Model

The Academy employs a mastery-learning model that allows students to develop skills and knowledge until they can demonstrate mastery of the content. For learning to happen best, teachers need to monitor where students are at during the learning process. Therefore, students are expected to complete all formative assessments in preparation of the required summative assessments. The Academy allows students to revise or retake summative assessments after feedback is provided from the teacher and when the student has demonstrated growth in understanding of the required content. Students are provided ample opportunities to get the support needed to demonstrate mastery, including tutoring from teachers and peers after school, during class time and in Advisory as well as resources provided so that students can work toward mastery at home. A significant portion of a student’s grade is based on the summative assessments and therefore tightly aligned to their mastery of the learning outcomes, allowing for a clear picture of where students need to focus on to attain mastery and find success in the course.

Mastery learning not only prevents failure but it builds motivation and confidence. Students who struggle with difficult work but then are able to successfully complete it get the sense of satisfaction and competence that is essential in developing adults who persist and are willing to tackle challenging problems. This approach is a strategy that achieves the goals of academic success and the development of non-cognitive factors essential to achievement—behaviors that result in success and a belief in oneself as capable and efficacious.¹⁷

¹⁵ Marzano, R.J. *The art and science of teaching*. (2007) Alexandria, VA: Association for Supervision and Curriculum

¹⁶ Tomlinson, C.A. *How to Differentiate Instruction in Academically Diverse Classrooms*. (2017) Alexandria, VA: Association for Supervision and Curriculum

¹⁷ Guskey, T. “The lessons of mastery learning.” (October 2010) *Educational Leadership*, 68, 2, pp. 52-57.

Literacy

As literacy is the key to all success, the Academy has focused on building literacy in all content areas.^{18 19} Throughout the curriculum, students engage with challenging texts through structured conversations with peers developing reading ability, specific strategies for approaching complex texts and content area understanding. Texts are read in a non- threatening and social environment using metacognitive and questioning strategies so that adolescents learn how to approach and use the kinds of texts that may be encountered in college and adulthood.

Technology

The integration of technology to enhance engagement and achievement is also at the forefront of instructional design and delivery. The Academy is invested in software and technology allowing students opportunities to investigate, study and gather information. Teachers and students alike experiment with the many options technology provides such as, “flipping” instruction, using social media and collaborative tools, utilizing web 2.0 and Google tools and smart boards. The math department continues this emphasis with strong technology integration through up to date graphing calculators and further emphasis on smart board use.

The purposeful integration of technology into instruction is stressed and reviewed in teacher development. An opportunity where technology is going to increase access to the content/skill being taught is a focus of discussion around teaching and learning. The use of technology is not the end in mind; instead, consideration is given to whether its use is the best means to the end, the learning objectives. As technology plays such a large part in the daily lives of students, the Academy provides opportunities for students to apply it in ways not only to improve learning but to widen students understanding of what is possible in a global, inter-dependent and connected world.

Program Design

The pedagogy practiced at the Academy is well suited to meet the needs of all learners. As priority standards have been developed and through the UbD framework and practice of differentiation, gifted students have an opportunity to extend well beyond what is taught in class. Additionally, struggling students have appropriate support and guidance. Inquiry learning provides all students with access to the curriculum as well as a means for teachers to provide feedback.

Response to Intervention (“RtI”)

In addition to being compliant with all laws regarding students who need special education services, 504 plans or English Language Learner services, the Academy will also use RtI to identify struggling students and put in assistive plans that may include recommendations for social work, counseling or curriculum accommodations. A personal curriculum is also available to meet the needs of students who desire to extend learning in specific areas or who need to have course modifications in order to be successful and realize post-secondary goals.

¹⁸ U.S. Department of Education. “The Enhanced Reading Opportunities Study Final Report The Impact of Supplemental Literacy Courses for Struggling Ninth-Grade Readers.” (July 2010)

¹⁹ U.S. Department of Education. “Improving Adolescent Literacy: Effective Classroom and Intervention Practices.” (August 2008)

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

Special Education

When making educational placement decisions for students with disabilities, the Academy will ensure that parents are contributing members of the IEP team, and together the team will make decisions that are subject to requirements regarding provision of the least-restrictive environment. When determining how services will be delivered to students with disabilities, the Academy will follow all Special Education Rules as issued by the Michigan Department of Education. If a child with a current IEP enrolls in the Academy, the Academy will implement the existing IEP to the extent possible, or will provide an interim IEP agreed upon by parents until a new IEP can be developed. IEPs will be developed, revised and implemented in accordance with the Individuals with Disabilities Education Improvement Act (“IDEIA”) and state law and regulations.

The Academy will fully comply with federal laws and regulations governing children with disabilities as follows:

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

Every general education student who does not show proficiency in reading will receive special assistance reasonably expected to enable the pupil to bring his or her reading skills to grade level within 12 months.

Assessment

The Academy utilizes a variety of assessment measures to monitor student progress. Sixth, seventh and eighth grade students take the Northwest Evaluation Association™ (“NWEA™”) MAP Growth® (“MAP®”) online adaptive tests in reading and math each fall and spring as well as the state summative assessments. Students in grades nine and ten are administered a nationally normed assessment. Eleventh grade students are administered the state’s assessment instrument or an assessment instrument developed under Section 1279 of the Revised School Code for a state

endorsed high school diploma. In addition to the standardized test assessments, teachers create assessments to monitor progress toward goals and student mastery.

Student Achievement Gaps

The Academy, as part of the school improvement process, annually examines data to identify achievement gaps. Based upon the findings, the Academy provides additional support to assist students in improving performance. Additional supports include a small class design, grade level advisory, content area advisory, mastery learning philosophy, special courses like Study Skills and Math Lab, tutoring and summer school. The small class size provides for teachers to offer more individual instruction to struggling students. The grade level advisory allows for students to be connected with and supported by the same staff member for the three years of middle school and then for all four years of high school. Content area, M2A and R2A advisories provide extra support for struggling students in a particular content area. Advisory is also opportunity for staff to monitor a student's Educational Development Plan ("EDP"). The Academy utilizes the EDP to assist students in documenting and focusing on post-secondary goals. The mastery learning philosophy and corresponding policies allow students multiple opportunities to demonstrate mastery of the content in a supportive environment. Study Skills and Math Lab provide extra time and tutoring opportunities for students. The Academy also provides tutoring and a summer school program to assist students in reaching proficiency.

Teacher Assessment Training

Furthermore, teachers have been trained in understanding the difference between formative and summative assessment. Formative assessment is used daily to guide practice and teachers use summative assessment judiciously and fairly. Teachers are thoughtful and careful about reporting student learning as being genuinely reflective of learning and not based on behavior. To meet this goal, the staff regularly engages in development and training in grading and assessment using the work of Robert Marzano (2006) and Jan Chappuis and Rick Stiggins (2012).

Academy Environment

The Academy has designed a program that lessens the effects of transitions to middle school, high school and beyond. Due to the small size of the Academy, students entering the middle school program have significantly reduced stress surrounding the typical transition. The middle school student is accorded intellectual respect in a safe, social environment where an individual's social-emotional self may not yet be on a par with the dramatic learning possibilities of the brain. Furthermore, opportunities for middle school students to work alongside high school students in well-supervised, structured activities allows the developing adolescent to go through the identity formation process in a realistic and nurturing environment.

This same environment is equally important for the high school student. High school students who have the opportunities to mentor and work with middle school students are equally benefitted by the experience. In the role of tutor or project partner, both parties develop interpersonal skills and a respect for others that are useful skills required in the global marketplace.

There are academic advantages to this approach as well. The high school students have an opportunity to "teach," which is widely regarded as the most effective way of learning (finding multiple ways to explain is very high level thinking and doing). The middle school students get

exposure to the high school in something akin to an immersion experience. Students completely understand the expectations of high school by the end of middle school and can seamlessly transition to the high school without another set of worries about expectations, looking capable and making new friends. In this regard, the small Academy setting is invaluable.

Educational Development Plan (“EDP”)

At the center of the Academy’s advisory program is the EDP. All students regularly visit goals and aspirations for post-secondary life. At each grade level, activities are designed around goals and student developmental needs while widening students’ understanding and expectations of the surrounding world. Students regularly engage in career explorations, attend college and career fairs, research the requirements for careers of interest and develop an understanding of the rigors of college and work life.

These activities result in each student developing a post-secondary plan. The plan is regularly reviewed, edited and used in meetings with the student and parents. As each year unfolds, the student’s needs are considered in creating a course of study in preparation for the future.

High School

The Academy recommends a more rigorous course of study in high school to prepare students for success after high school graduation. Studies from the Department of Education show students who succeeded in challenging high school courses were more likely to go on to college and earn degrees. In addition, the studies found that the courses students took were a more accurate predictor of success than grades, test scores or class rank.

Research shows a strong link between the academic rigor of students’ high school course of study and post-secondary degree completion. For example, forty percent of students who took Algebra II in high school earned a bachelor’s degree, compared with twenty-three percent of those who stopped with geometry. It is the Academy’s mission to help all students succeed, not just students who want a bachelor’s degree. Today, those who plan to enter career pathway programs at two-year colleges and technical institutes are finding they have to complete rigorous requirements for entry into high-demand programs like nursing, dental hygiene, computer science, and engineering technologies.

Kensington Woods Schools Graduation Requirements:

Michigan Merit Curriculum: 18 credits

Additional Electives: 4 credits

Total Academic Credits: 22 credits

Subject	Credits
<i>All courses must meet the minimum requirements of the Michigan Merit Curriculum</i>	
English	4.0
Mathematics	4.0

<i>(Mathematics must be taken during a student's Senior year.)</i>	
Science	3.0
Social Studies	3.0
Health & Physical Education*	1.0
Visual or Applied Arts	1.0
World Language**	2.0
Advisory	Pass, grades 9-12
Senior Exhibition	Pass
Online Learning Experience	Pass
Project Term	0.5 credit/year (9th-11th grade)
Additional Electives	to total 22 credits
College/Military Acceptance	Completed

*Additional credit in English, Math, Science or Foreign Language may be substituted for Physical Education credit. 3 seasons of KWHS JV or Varsity interscholastic athletics, 3 Fitness/Health designated Project Term courses or a combination of both may be substituted for the Physical Education requirement.

** Additional credit in Visual or Applied Arts may be substituted for the second credit of World Languages.

Dual Enrollment

Dual enrollment permits an eligible high school student to take a college class while still enrolled in high school. The college class may be taken for high school credit, college credit or both. The law that governs the dual enrollment program provides that a portion of the cost may be paid for by the Academy. It does not cover fees for books, transportation, parking costs or activity fees.

Eligible classes at college are generally in academic areas where the student has exhausted the high school curriculum or the class is not offered by the high school. The high school administrator must approve all dual enrollment courses before the student registers. The student must register through the college's admissions office.

Academy Data

The Academy collects significant data to monitor the effectiveness of the program. In addition to scores on standardized tests that are reviewed with all faculty in "data digs" prompting teachers

and staff to consider the skills students need to succeed on such tests, as well as content, the Academy also collects perception data, enrollment and retention data, discipline data and attendance data.

This data is compiled for use among the staff to reflect on and consider what changes need to be made to deliver on the Academy mission. Surveys, end of course evaluations, contacts with families who have left the Academy and enrollment data are all used in the meetings where solutions to evident problems are agreed upon and implemented.

Additionally, the Academy has adopted a teacher mentoring and evaluation system in which value-added measures are considered. Teachers set goals, establish measures for student achievement and reflect and report on the progress toward the goals. Through this process, administration can see broad patterns emerge that may indicate a need for change through professional development but also may pinpoint a struggling individual in need of strategies and coaching.

The school improvement team meets monthly to discuss the data and the benchmarks to propose specific solutions to be shared with staff.

Finally, the Academy leadership team keeps a close eye on the “Seven Correlates of Effective Schools”²⁰, based on the research of Larry Lezotte, as a means of evaluating the Academy using metrics of high expectations, instructional leadership, home-school relationships, time on task, data, clear and focused mission and the frequent monitoring of student progress.

²⁰ Lezotte, L. and Snyder, K. *What Effective Schools Do* (2011). Bloomington, IN: Solution Tree Press.

SECTION D
CURRICULUM

CURRICULUM

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.4, the Academy shall implement, deliver, and support the curriculum identified in this schedule.

The Academy has adopted Academy written curriculum as well as elective and credit recovery courses through Michigan Virtual School and Edgenuity®. The curriculum for all core subjects has been received, reviewed and approved by the Center.

- Edgenuity <https://www.edgenuity.com/>
- Michigan Virtual School <https://michiganvirtual.org/courses/>

Elementary

The following subjects/courses are offered at the Academy.

Course	6	7	8
English Language Arts	X	X	X
Mathematics	X	X	X
Science	X	X	X
Social Studies	X	X	X
Health	X	X	X
Physical Education	X	X	X

Secondary

The following subjects/courses are offered at the Academy*.

Course Name	Grade**	Course Name	Grade**
English (<i>minimum 4</i>)		World Language (<i>minimum 2</i>)	
Literature & Society Seminar (English 9, Civics) (<i>Integrated Course</i>)	9	Spanish I	Any
English Society & the Individual (English 10)	10	Spanish II	10,11,12
English Rhetoric & Civics (English 11) (<i>Integrated Course</i>)	11	Spanish III	11, 12
Introduction to College English/ Integrated Art w/ Senior Exhibition (English 12) (<i>Integrated Course</i>)	12	Visual, Performing & Applied Arts (<i>minimum 1</i>)	
AP English: Language and Composition	10,11,12	Visual Arts I	Any
AP English: Literature and Composition	10,11,12	Digital Art I	Any
Literature & Humanities	Any	Art 2	10,11,12

Mathematics (<i>minimum 4</i>)	
Pre-Algebra	9
Algebra I	9, 10
Geometry	9,10,11
Algebra II	10,11,12
Algebra II Foundations	12
Adv. Algebra II & Trigonometry	11,12
Pre-Calculus	11,12
Pre-Calculus/Calculus	12
Math Lab	Any
Science (<i>minimum 3</i>)	
Concepts of Physics	9,10
Chemistry/Art (<i>Integrated Course</i>)	10,11,12
Biology/Health Integration (<i>Integrated Course</i>)	10,11,12
Anatomy and Physiology	11,12
Advanced Physics	11,12
Advanced Biology	11, 12
Social Studies (<i>minimum 3</i>)	
Literature & Society Seminar (English 9, Civics) (<i>Integrated Course</i>)	9
World History & Geography	9,10,11
U.S. History & Geography	9,10,11
English Rhetoric & Civics (English 11) (<i>Integrated Course</i>)	11,12
Economics	11,12
Physical Education & Health (<i>minimum .5 each</i>)	
Physical Education	Any
Health	Any
Biology/Health Integration (<i>Integrated Course</i>)	Any

Art 3	11,12
AP Studio Art	11,12
Open Art Studio	Any
Desktop Publishing	Any
Integrated Art (Chemistry)	10,11,12
Integrated Art (English 12)	12
Chorale	Any
Chamber Singers	Any
Beginning Band	Any
Concert Band	Any
Percussion Ensemble	Any
Music Independent Study	Any
Other	
Creative Media	Any
Study Skills	Any
Makerspace	Any
Symposium	Any
Communications	Any
Project Term	9,10,11
Creative Writing	Any
Seminar	Any
Advisory	Any
Virtual Courses***	
MiVS Courses	Any
Edgenuity Courses	Any

* The Academy updates course offerings each school year based on the needs and interests of students as well as teacher certification. As a result some courses are rotated and are not offered each year. All core subjects are taught every year and high school students are required to meet the requirements of the Michigan Merit Curriculum.

**If students are not required to take a course at a specific grade level, “any” is used for the grade indication.

***Virtual Courses are defined as any course(s) that are delivered using the internet.

SECTION E

METHODS OF PUPIL ASSESSMENT

METHODS OF PUPIL ASSESSMENT

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.5, the Academy shall properly administer all state-mandated academic assessments identified in the Code, as applicable, and all academic assessments identified in the Public School Academy Chartering Policies adopted by the University Board, as applicable, in accordance with the requirements detailed in the Master Calendar annually issued by the Center.

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

Academic Assessments to Be Administered:

Assessments as identified in Schedule 7b of this Contract and all state-mandated assessments.

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

APPLICATION AND ENROLLMENT OF STUDENTS

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Sections 6.6 and 6.16, the Academy shall comply with the application and enrollment requirements identified in this Schedule.

Enrollment Limits

The Academy will offer sixth through twelfth grade. The maximum enrollment shall be 381 students. The Academy Board will annually adopt maximum enrollment figures prior to its application and enrollment period.

Requirements

Section 504 of the Code provides that public school academies shall not charge tuition and shall not discriminate in its pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a student with a disability, or any other basis that would be illegal if used by a Michigan school district. However, a public school academy may limit admission to pupils who are within a particular range of age or grade level or on any other basis that would be legal if used by a Michigan school district and may give enrollment priority as provided below.

- Academy enrollment shall be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, a public school academy shall not enroll a pupil who is not a Michigan resident.
- Academy admissions may be limited to pupils within a particular age range/grade level or on any other basis that would be legal if used by a Michigan school district.
- The Academy shall allow any pupil who was enrolled in the Academy in the immediately preceding school year to enroll in the Academy unless the appropriate grade is not offered.
- No student may be denied participation in the application process due to lack of student records.
- If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.

The Academy may give enrollment priority to one (1) or more of the following:

- A sibling of a pupil enrolled in the Academy.
- A pupil who transfers to the Academy from another public school pursuant to a matriculation agreement between the Academy and other public school that provides for this enrollment priority, if all of the following requirements are met:
 1. Each public school that enters into the matriculation agreement remains a separate and independent public school.
 2. The Academy shall select at least 5% of its pupils for enrollment using a random selection process.
 3. The matriculation agreement allows any pupil who was enrolled at any time during elementary school in a public school that is party to the matriculation agreement and who was not expelled from the public school to enroll in the public school academy giving enrollment priority under the matriculation agreement.

- A child, including an adopted child or legal ward, of a person who is employed by or at the Academy or who is on the Academy Board.

Matriculation Agreement

- The Academy Board may enter into a matriculation agreement with another public school pursuant to section 504(4) of the Code.
- However, before the Academy Board approves a matriculation agreement, the Academy shall provide a draft copy of the agreement to the Center for review.
- Any matriculation agreement entered into by the Academy shall be added to this Schedule 7f through a contract amendment approved in accordance with Article IX in the Terms and Conditions of this Contract.

Application Process

- The Academy shall make reasonable effort to advertise its enrollment openings.
- The Academy's open enrollment period shall be a minimum of two weeks (14 calendar days) in duration and shall include evening and weekend times.
- 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 Academy's next open enrollment 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 written approval from the Center.

Legal Notice or Advertisement

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

Re-enrolling Students

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

Random Selection Drawing

A random selection drawing is required if the number of applications exceeds the number of available spaces. Prior to the application period, the Academy shall:

- Establish written procedures for conducting a random selection drawing.
- Establish the maximum number of spaces available per grade or age grouping level.
- Establish the date, time, place and person to conduct the random selection drawing.
- Notify the Center of both the application period and the date of the random selection drawing, if needed. The Center may have a representative on-site to monitor the random selection drawing process.

The Academy shall use a credible, impartial individual who is not employed by, under contract with, a member of the Board of, or otherwise affiliated with the Academy to conduct the random selection drawing. Further, the Academy shall:

- Conduct the random selection drawing in a manner that is open to parents, community members and members of the public who want to observe the process.
- Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.

The Academy shall notify applicants not chosen in the random selection drawing that they were not selected and that their name has been placed on the Academy's official waiting list for openings that may occur during the academic year. Students shall appear on the official waiting list in the order they were selected in the random selection drawing.

SECTION G

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.7, the Academy shall comply with the school calendar and school day schedule requirements identified in this Schedule.

School Calendar

The Academy's school calendar shall comply with Sections 1175, 1284, and, if applicable, 1284a and 1284b, of the Code. The Academy's school calendar shall also comply with the minimum requirements set forth in Section 101 of the School Aid Act of 1979 (MCL 388.1701). The Academy Board must submit a copy of the Academy's school calendar to the Center in accordance with the Master Calendar.

School Day Schedule

The Academy Board must structure the Academy's school day schedule to meet the required number of instructional days and hours. The Academy Board must submit the school day schedule to the Center prior to the commencement of each academic year.

SECTION H

AGE OR GRADE RANGE OF PUPILS

AGE OR GRADE RANGE FOR PUPILS TO BE ENROLLED

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.8, the Academy shall comply with the age or grade ranges as stated in this Schedule.

The Academy will enroll students in sixth through twelfth grade. The Academy may add grades with the prior written approval of the authorizing body.

CONTRACT SCHEDULE 8

**INFORMATION AVAILABLE TO
THE PUBLIC AND THE CENTER**

INFORMATION AVAILABLE TO THE PUBLIC AND THE CENTER

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article XI, Section 11.9, the Academy shall comply with this Schedule.

Information Available to the Public and the Center

The Code provides that the board of directors of a public school academy shall make information concerning its operation and management available to the public and to the Center in the same manner as is required by state law for school districts.

The Code provides that the board of directors of a public school academy shall collect, maintain, and make available to the public and the Center, in accordance with Applicable Law and the Contract, at least all of the following information concerning the operation and management of the Academy:

1. A copy of the Academy's Charter Contract.
2. A list of currently serving members of the Academy Board, including name, address, and term of office.
3. Copies of policies approved by the Academy Board.
4. The Academy Board meeting agendas and minutes.
5. The budget approved by the Academy Board and of any amendments to the budget.
6. Copies of bills paid for amounts of \$10,000.00 or more, as submitted to the Academy Board.
7. Quarterly financial reports submitted to the Center.
8. A current list of teachers and administrators working at the Academy that includes individual salaries as submitted to the Registry of Educational Personnel.
9. Copies of the teaching or administrator's certificates or permits of current teaching and administrative staff.
10. Evidence of compliance with the criminal background and records checks and unprofessional conduct check required under sections 1230, 1230a, and 1230b of the Code for all teachers and administrators working at the Academy.
11. Curriculum documents and materials given to the Center.
12. Proof of insurance as required by the Contract.
13. Copies of facility leases or deeds, or both.
14. Copies of any equipment leases.
15. Copies of any management contracts or services contracts approved by the Academy Board.
16. All health and safety reports and certificates, including those relating to fire safety, environmental matters, asbestos inspection, boiler inspection, and food service.
17. Annual financial audits and any management letters issued as part of the Academy's annual financial audit, required under Article VI, Section 6.11 of the Terms and Conditions of this Contract.
18. Any other information specifically required under the Code.

Information to be Provided by the Academy's Educational Service Provider (if any)

Pursuant to the Terms and Conditions of this Contract, including Article III, Section 3.6, the University Board authorizes the Academy Board to employ or contract for personnel according to the position information outlined in Schedule 5. Any Educational Service Provider Management Agreement entered into by the Academy must contain a provision requiring the Educational Service Provider to provide to the Academy Board information concerning the operation and management of the Academy (including without limitation, but not limited to, the items identified above and annually the information that a school district is required to disclose under Section 18(2) of the State School Aid Act of 1979, MCL 388.1618) available to the Academy Board in order to enable the Academy to fully satisfy its obligations under Section 11.9(a) of the Terms and Conditions of Contract.

AMENDMENT NO. 1

to the
July 1, 2022 Contract to Charter
A Public School Academy and Related Documents

Issued To

KENSINGTON WOODS SCHOOLS
(A PUBLIC SCHOOL ACADEMY)

By

THE CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

CONTRACT AMENDMENT NO. 1

KENSINGTON WOODS SCHOOLS

In accordance with Article IX of the Terms and Conditions of the Contract (the "Contract"), dated July 1, 2022, issued by the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (the "University Board") to KENSINGTON WOODS SCHOOLS (the "Academy"), the parties agree to amend the Contract as follows:

- 1.) Amend Schedule 7, Section c: Educational Programs, by replacing the materials contained therein with the materials attached as Tab 1.
- 2.) Amend Schedule 7, Section d: Curriculum, by replacing the materials contained therein with the materials attached as Tab 2.

This entire amendment is hereby approved by the University Board and the Academy Board through their authorized designees, and shall have an effective date of September 6, 2022.



Dated: 3/22/2023

By: Corey R. Northrop, Executive Director
The Governor John Engler Center for Charter Schools
Designee of the University Board



Dated: 3/21/2023

By: Conrad Phillipis
Kensington Woods Schools
Designee of the Academy Board

Kensington Woods School
Contract Amendment No. 1

Tab 1

EDUCATIONAL PROGRAMS

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

Mission

The mission of Kensington Woods Schools (“Academy”) is to prepare each student for success through an engaging, challenging, and innovative educational program that is student-centered and promotes character and values.

Vision

The Academy offers a caring educational environment that is challenging and relevant where dramatic academic and personal advancement is accomplished through students who:

- engage in a challenging and relevant academic program that includes subject area integration and diverse arts experiences while focusing on 21st century skills and community learning experiences;
- create and reflect on educational and personal goals;
- collaborate with peers and staff to solve problems and demonstrate learning;
- acquire 21st century technology and workplace skills;
- engage in critical thinking and acknowledgement of the value of learning as a lifelong process.

To achieve the mission and vision, the Academy is committed to providing an environment where students can:

- develop intellectual and academic potential to the fullest degree and prepare for college and future challenges;
- relate education to relevant, real world experiences by exercising active citizenship and developing individual potential and social responsibility;
- discover responsibility for individual learning and personal lives as well as empathy for all people;
- become independent, confident thinkers who regard education as an enriching life-long ambition;
- develop strong character, affirming the worth and dignity of each individual;
- develop skills in creativity, collaboration and critical thinking;
- plan for college, career and life.

Values

The Academy’s core belief is based on the premise that by creating a learning environment that is rigorous, relevant and provides opportunities for students to develop relationships with caring adults, the result will be student success in high school and post-secondary options.

Staff will be committed to:

- measuring each student’s progress and providing feedback for improvement;
- viewing each student as a unique and valuable learner with individual goals and needs;

- advising, guiding and supporting students in the educational quest;
- requiring, coaching and modeling personal and social responsibility from students;
- providing rigorous and relevant academic subject matter and learning experiences.

Curriculum

The Academy delivers on these beliefs by integrating curriculum, using time to maximize learning, developing experiential units, offering diverse arts experiences and requiring student work that is of high quality, reflective and representative of 21st century skills, including creativity, collaboration and critical thinking. The Academy does this in a highly personalized, caring environment where students and families are valued and given genuine opportunities to influence learning and the Academy as a whole.

At the Academy, professional development and collaboration are highly regarded and used to develop and monitor the curriculum. Academy teachers have undergone a rigorous process of identifying priority standards and learning outcomes for each core course of the Michigan Merit Curriculum using the Michigan Academic Standards as a guide. The priority standards are used to develop full assessments to accurately measure student learning and to impact the planning for classroom instruction and activities. Coursework is centered on the mastery of these skills, whether in stand-alone courses or in integrated courses. The staff also identifies standards that lend themselves well to integration to create integrated courses or projects.

The Academy offers online options through Michigan Virtual School (“MiVS”) and Edgenuity®. Students are encouraged to extend learning through MiVS with Advanced Placement® (“AP”) courses or other electives that the school does not offer. Students who are in need of credit recovery may take Edgenuity courses during the school year or in summer school.

The curriculum at the Academy invests in subject-area integration. Subject-area integration is when more than one subject area or discipline are combined to teach a concept, skill or course. This allows students to see how ideas are connected in a real-world way and teaches content in context, allowing students to develop collaboration, problem solving, creativity and critical thinking skills. Subject-area integration also helps engage students while increasing knowledge retention.¹

In the high school, subject-area integration takes shape through integrated core and elective courses. For freshmen, English language arts (“ELA”) and social studies are completely integrated. The units use complex, real-world non-fiction texts as well as literature and poetry to explore topics simultaneously with the study of geography, history and people. Other integrated core classes include Chemistry/Art, English 11/Government, Biology/Health and English 12/Art. Integrated electives include Symposium and Makerspace. Integrated classes use thematic units based on essential questions that examine the intersection of the content areas and relate the content to the real world.

The middle school (6th-8th) core courses are taught in a multi-grade fashion and rotate over three years, reaching all course content expectations within those three years. Skills and

¹ Freeman, M., Mathison, S. “The Logic of Interdisciplinary Studies.” (1997) National Research Center on English Learning & Achievement.

tasks/assessments are differentiated and scaffolded throughout the three-year cycle, continuously building student skills throughout the three years. This rotation also allows for integrated and thematic units and projects that encompass the entire middle school. The integrated units provide students with opportunities to investigate issues of social justice, world affairs, rights, responsibilities and citizenship and current events. Middle school teachers plan collaborative projects based on unit themes, gathering the entire middle school together to introduce and/or culminate the thematic units and make connections between the subjects.

The Academy recognizes that some lessons or activities require less time than others but, more importantly, responds to this critical time in neurodevelopment. Research shows that during adolescence the brain is rapidly forming new connections but also has rapid decay in areas that are not stimulated.² The need to stimulate the brain by making content relevant and engaging is of prime importance. To support integrated inquiry-based instruction, time needs to be appropriately allocated for the benefit of the learners rather than the institution. The Academy staff works to provide for instructional flexibility in the schedule to allow opportunities for students to dive into integrated and real-world learning experiences throughout the school year.

All students are also enrolled in an Academic Center block, in which students learn skills to help them be better students. Study habits, time management, goal setting and other executive functioning skills are taught at a grade appropriate level. Students also have time to work on school work as well as get academic support. Time for focused reading, math support, peer tutoring and group work are also part of the class.

The Academy embraces the research that suggests a strong arts program not only enhances student engagement but also increases student achievement in core content areas.³ A strong arts program also encourages expression and problem-solving in unique ways while creating a community of learners with open minds that discuss work based on individual merits instead of personal judgment. The Academy has a strong arts program allowing students to take full-term visual art or music courses but also integrates art into all the core content areas, when possible, through symposiums, integrated courses, whole school projects, service learning and Project Term.

The Academy also launches regular Academy-wide service learning and whole school projects. In these projects, all grade levels investigate an issue and/or participate in service as well as construct presentations for community members and parents. The events unify the student body while meeting the goals of character and 21st century skill development.

The 21st century curriculum is focused less on content and more on what students do with the content. The focus is beyond just teaching for skill over content. Students make connections between disparate information, raise questions and make decisions based on inquiry and careful consideration. The ultimate goal is for students to present the learning in a way that is clear and concise. Thus, teaching for understanding is the primary goal. In today's information dense world,

² Giedd, J.N., M.D. "The teen brain: Primed to Learn, primed to take risks." (26 February, 2009) *The Dana Foundation*, retrieved from <https://www.dana.org/news/cerebrum/detail.aspx?id=19620>

³ Smith, F. "Why arts education is crucial and who is doing it best." (28 January 2009) *Edutopia*. Retrieved from <http://www.edutopia.org/arts-music-curriculum-child-development>

the profile of the successful 21st century student and worker is one who can find the relevant information, evaluate it, synthesize it and apply it to solve problems. In this model, the teacher serves more in the role of advisor or coach assisting students in evaluating the quality, importance or relevance of information and encourages students to develop expertise in defined areas of learning.

Academy Expectations

The Academy has committed to a set of Academy expectations that it disseminates among parents and students. The expectations, found on the Academy’s website and given to and discussed with parents and students at the start of each school year, articulate the Academy’s goals of learning and include:

Academic Thinking and Skills Goals

Key Cognitive Strategy	<i>Students will achieve by...</i>
Remaining Open to Continuous Learning	Developing an openness to explore and appreciate all subject matter explored in courses.
Analysis	Being able to separate and investigate the component parts of a subject in order to study and better understand the smaller parts relation in making up the whole.
Interpretation	Evaluating, synthesizing and communicating the issues, themes and conflicts presented in all courses.
Reasoning, Argumentation, Proof	Constructing focused, coherent, fully supported positions on a variety of topics and issues. Students will seek reasons and strive to be well informed.
Metacognition	Reflecting on the process of learning and thinking about the work is a key component of every course. Students are expected to think about the learning process and understand how it relates to the student as the learner.

Academic Behavior	<i>Students will achieve by...</i>
Study Skills	Developing and adhering to assignment deadlines.
Organization	Being able to organize a range of tasks appropriate to the assignments.
Work Habits	Being able to work independently, collaboratively and seek assistance if needed.
Academic Integrity	Acting honestly and ethically in the academic work.
Persisting	Taking advantage of opportunities to demonstrate mastery.
Managing impulsivity	Employing classroom behavior that promotes a supportive learning environment for all students.
Responsible Use of Technology	Using technology responsibly and for academic purposes.

Contextual Skill and Awareness	<i>Students will achieve by...</i>

Value of Education	Being aware of the importance of continuing post- secondary opportunities and because of this are expected to actively participate in the courses.
Respect of Others	Respecting the opinions of those whose opinions differ and to understand that people can maintain civility even when holding opposite opinions and beliefs.
Awareness of Support Systems	Being aware of support systems, including academic and career resources.

21st Century Skills

21st Century Skills	
Collaborate <i>What does collaborate look like?</i>	Students who collaborate respectfully work with others to effectively accomplish a goal or task. Students leverage their own strengths and strengths of others to accomplish a common goal. Students assume shared responsibility for collaborative work and value the individual contributions made by each team member. Students also respectfully and productively give and receive feedback .
Self-Awareness <i>What does self-awareness look like?</i>	Students with self-awareness are able to think critically about their own actions, thoughts, knowledge and limitations to better inform future behaviors. Students are internally motivated, responsible, self-directed and can manage their own time . Students understand that learning is a process and think critically about that process. Students are able to recognize opportunity and set and work towards goals . Students exhibit integrity and ethical behavior .
Communicate <i>What does communication look like?</i>	Students who communicate well are able to use verbal, written, digital, visual and other methods of communication to convey their ideas clearly and concisely . Students are active listeners , listening to decipher meaning and intentions. Students not only consider what they communicate but how others will perceive what they communicate. Students are able to display proper and purposeful social skills and interaction .
Persist <i>What does persistence look like?</i>	Students who persist have a drive that pushes one to get past setbacks and negativity. Students understand that failure is not the end , it is an opportunity to learn and is part of the learning process. Students have a mindset of lifelong learning .
Innovate <i>What does innovation look like?</i>	Students who innovate have an open mindset of questioning, wonder and discovery . Students are willing to take responsible risks to discover new and worthwhile ideas. Innovating is not always starting from scratch; it is often making new connections with existing ideas and things.
Think Critically <i>What does thinking critically look like?</i>	Students who think critically exhibit problem solving skills. Students look for deeper connections between content areas, life experiences and different perspectives. Students integrate different disciplines and perspectives in their work and thoughts. Students evaluate and reflect on experiences, processes and content critically.

Create What does creativity look like?	Students who create design solutions to problems with a purpose . Through the process of creating, students innovate, brainstorm, develop multiple possible solutions and choose the best solution(s) for the situation. Students also test their solutions and get feedback to develop the best answer to the problem.
Fun What does fun look like?	Students who have fun look at life with the mindset of discovery and play . Students use their imagination and sense of humor to be productive and engage themselves in situations. Students use fun to relate to the world and people in a way that is fun for everyone.
Think Big What does thinking big look like?	Students who think big see the big picture . Students gather the pieces of the puzzle and synthesize them when making decisions or opinions. Students are able to embrace different points of view and view situations from multiple perspectives . Students understand the implications of different decisions on different perspectives . Students also have a global awareness .
Empathize What does empathy look like?	Students who empathize immerse themselves in other’s experiences and perspectives to better understand the situation. Students look at the context of situations. Students engage themselves with others to build relationships and deepen understanding. Students understand the implications of different decisions on different perspectives. Students also respectfully and productively give and receive feedback .
Media & Technology Literacy What does media and technology literacy look like?	Students who have media and technology literacy understand the proper and purposeful use of technology and media and use it to effectively communicate ideas and access information . Students are open to innovation with media and technology but also look at it with a critical eye , understanding the positive and negative impacts media and technology can have on one’s life.

The academic expectations are interwoven and evident throughout the curriculum at the Academy, but especially in integrated core courses and integrated electives like Symposium. In Symposium, priority standards are pulled from the typical course schedule and integrated through natural connections and hands-on and/or community opportunities for students to conduct research, apply it and present it. Typically organized into science, technology, engineering and mathematics (“STEM”), humanities (English, social studies and art) or STEAM (science, technology, engineering, art and math), Symposium courses have students learning through inquiry. Students are presented with a problem or question and engage in activities in which students generate and test hypotheses, create analogies, research, perform field work or community service and collaborate to present solutions, answers and discoveries.

Senior Exhibition

During the senior year, students undertake a major project that provides an opportunity to showcase learning and preparation for the adult world. Senior Exhibition is an invention of the Coalition of Essential Schools and the Academy aspires to stay true to its aim of “...demonstrating competence according to state, local, school and personal standards, [through] exhibitions [which]

are unique, personalized work products representing each individual's growth, interest, capacities, response to challenge and effort."⁴

Senior Exhibition is embedded in the student's senior English course to support the research and writing components. Seniors explore an essential question of the project design and research the question, developing an in-depth research paper addressing the essential question. Students also design a service learning project that addresses the essential question and present the findings in a presentation to faculty, peers, family and the community. Additionally, the project exemplifies the Academy's learning expectations with a focus on community and collaboration. The exhibitions also provide a means for the staff, parents and students to evaluate the program. High quality senior exhibitions are reflective of an Academy delivering on the mission to prepare students for "...democratic participation, citizenship and lifelong learning."⁵

Project Term

Project Term is a dynamic and constantly changing round of intensive electives offered at the conclusion of the school year. In contrast to a school year winding down with lower expectations for students, the Academy seeks to maintain the rigor of the more traditional learning of the year in a way that meets students' needs both physically and mentally. All courses in Project Term involve at least one field trip; often students are gone for a few days at a time. Each course also integrates a community aspect in which students either bring in a member of the community to work with the student and/or students go out into the community through service work or field trips. Teachers develop the courses over the year based on student needs, interests and opportunities (e.g., community partnerships, grant funding, fundraising, parent volunteers and mentors).

During this time, students may engage in physical fitness, technology enrichment, a focused art exploration, historical investigations or environmental studies. Each course in Project Term has a performance assessment at the conclusion and these demonstrations of learning are presented on the Academy's final day in an open house celebration. As the aims of Project Term are often affective in nature, providing students with opportunities to increase confidence, invoke awe and wonderment, require perseverance and widen one's view of the surrounding world. The courses are pass-fail. The courses center more on participation and the completion of the culminating project rather than on the demonstration of content mastery. Courses are categorized into one or more categories: STEM, Humanities or Fitness/Health.

Advisory

All students have a daily advisory class, including a grade-level advisory that meets twice a week. The essential components of grade-level advisory include a small size, a multi-year relationship with students, a common point of contact for parents/guardians and most importantly relationships with the teacher-advisor and with advisory peers. Inspired by the success of Big Picture schools, the Academy imported the spirit of an advisory in which advisors guide students in the development of "soft skills" such as time management, conflict resolution and persistence. Team

⁴ Davidson, J. "Exhibitions: Demonstrations of mastery in essential schools." (February, 2007) *Horace*, retrieved from <http://www.essentialschools.org/resources/237>

⁵ Ibid.

building, self-reflection and monitoring progress toward academic and personal goals are common activities during grade level advisory. Class meetings are also a core component of grade-level advisory, allowing students to practice key skills in conflict resolution and build responsibility, cooperation and a safe learning environment.⁶

During other advisory times, personal attention is given to individual students or groups of students who need assistance in course work, study time or additional time in the art room or computer labs. One way this is done is through Math to Achieve (“M2A”) and Read to Achieve (“R2A”) Advisories, where students review, practice and build fundamental math and reading skills.⁷ Seniors also are given an opportunity to peer tutor younger students in math at this time. Advisory also provides time for students to work collaboratively on projects, to peer tutor and to meet with clubs and organizations.

Advisory time is also designated for SAT[®] preparation. During SAT preparation times, students analyze their PSAT[™] and practice test results and participate in targeted instruction to build foundational and advanced skills and close gaps in understanding assessed by the SAT. Additional time is set aside for SAT prep during the year, including time during regular classes and longer stretches of time specially designated during the school day allowing for practice tests and deeper investigations into test results.

The advisory time is crucial to the delivery of the program as it is central to the Academy’s belief that all students are not only capable of high achievement and are eager to achieve but need an environment that is both nurturing and challenging. Research indicates that “non-cognitive factors” are essential to consider when seeking to improve or maximize academic performance.⁸ Helping students develop academic behaviors and perseverance while teaching learning strategies and social skills is an important element in exceptional academic achievement. This type of work with students is complemented by lessons in mindset. Students are taught that intelligence is not an inherent characteristic but can be “grown.” Using Carol Dweck’s research,⁹ teachers use the advisory time to teach students about the power of mindset—a belief about one’s ability to learn and improve and the understanding that intelligence is not fixed or inherent but can be grown with effort and training.

Character Development

Character education is embedded into the fabric of the Academy, integrated with safety policies and based on the principles of American Democracy. It is grounded in internal control psychology which is the belief that behavior is guided by one’s personal actions and thoughts not by fate, luck or other external circumstances. The philosophy directly contrasts the traditional coercive behavior management used in schools that turn staff and students into adversaries. Teacher modeling, challenging academic curriculum, instructional processes and ongoing assessment of learning are used to support high student achievement. Additionally, non-coercive management of the

⁶ Erwin, J., *The Classroom of Choice*. (2004) Alexandria, VA: Association for Supervision and Curriculum Development.

⁷ US Department of Education, “Assisting Students Struggling with Mathematics: Response to Intervention (RtI) for Elementary and Middle Schools.” (June, 2009).

⁸ Farrington, C., Roderick, C., et al., *Teaching Adolescents to Become Learners*. (June 2012) The University of Chicago Consortium on Chicago School Research.

⁹ Dweck, C.S., Ph.D. *Mindset: The new psychology of success*. (2006) New York: Ballantine Books.

Academy/classroom environments and positive relationships with parents/guardians provides support for student character development.

Character education is also taught to students through the discussion and analysis of Habits of Mind,¹⁰ soft skills and other positive character traits. These character traits are embedded into the core curriculum as well as regular topics for grade-level advisory, modeled and recognized in day to day behaviors and used for inspiration of end of the year recognitions for students, along with more traditional awards like attendance and Honor Roll. For example, students are recognized for demonstrating traits like persistence, creating, imagining and innovating and optimism.

Academy Relationships

Coercive or external control environments destroy Academy culture and relationships between staff members and between students and teachers. External control is a short way to describe when hurtful habits (i.e. criticizing, blaming, complaining, nagging, threatening, punishing and rewarding to control) are used in the Academy. Using caring and connecting habits (i.e. caring, listening, supporting, contributing, encouraging, trusting and befriending) and focusing on the 5 Basic Needs¹¹ and strategies to teach based on students' needs¹² bring teachers, parents and students together.¹³ The importance of strong relationships is emphasized throughout all program components. In addition, an emphasis is placed on the motivation and development of the whole student in an educational environment that nurtures high expectations and academic success while supporting the development of character traits.

Instructional Approaches

For the program to be successful, teachers are expected to use instructional approaches that support the learning objectives. First and foremost is the backwards design approach, specifically the *Understanding by Design* ("UbD") method presented by Jay McTighe and Grant Wiggins (2001), which has teachers define desired learning outcomes first when planning a unit and then design the rest of the unit, including assessments around those learning outcomes. This unit design methodology is fundamental to implementation of the program as it requires students to answer an essential question. An essential question has no simple answer and signals the learner that inquiry is the key. Furthermore, the use of the essential question allows access for learners of all ability levels to access the curriculum. A well-framed essential question is "...likely to make students want to do two things: (1) actively pursue an inquiry and not be satisfied with glib, superficial answers and (2) willingly learn content along the way in the service of the inquiry."¹⁴ Essential questions transform the student's approach to content. Instead of the student trying to determine why content is relevant or why it matters, the content now serves the inquiry in pursuit of answering the essential question. Whether students are in an integrated course, Advisory, senior exhibition or a traditional class, units are all designed using essential questions.

¹⁰ Costa, A., Kallick, B., *Learning and Leading with Habits of Mind: 16 Essential Characteristics for Success*. (2009) Alexandria, VA: Association for Supervision and Curriculum Development.

¹¹ Glasser, W., *Choice Theory: A New Psychology of Personal Freedom* (1998). New York, NY: HarperCollins Publishers.

¹² Erwin, J., *The Classroom of Choice*. (2004) Alexandria, VA: Association for Supervision and Curriculum Development.

¹³ Glasser, W (2000). Every student can succeed. Chulavista, CA: Blackforest Press.

¹⁴ McTighe, J. and Wiggins, G. *Essential Questions: Opening doors to student understanding*. (2013) Alexandria, VA: Association for Supervision and Curriculum Development.

Unit design at the Academy begins with identifying the learning outcome, derived from priority standards and connecting the outcomes to compelling essential questions. The next step is distinguishing a broad range of assessments for the length of the unit, aligned closely to the defined learning outcomes. To determine gaps, the teacher provides formative assessments (e.g., exit ticket or thumbs up/down strategies, journal entries and quizzes). Well-designed, thematic units also allow for student voice and choice in demonstrating mastery. The Academy uses a balance of summative assessments that include performance assessments, selected response, short answer assessments and extended written responses appropriate to the learning target and provide a reliable measure of student understanding.

The instructional side of the curriculum-assessment-instruction triangle is guided by the use of Robert Marzano's *The Art and Science of Teaching*.¹⁵ Teachers use the unit design questions to guide the development of learning activities to support student learning. Among the “non-negotiable” aspects based upon the recommendations from Marzano are having clear learning targets and a means for students to monitor progress.

Teachers at the Academy also acknowledge that students enter their classrooms at different levels of ability and experience with the content. Therefore, teachers practice differentiation to meet the needs of individual students.¹⁶ Teachers focus on differentiating content, processing of content and assessment through differentiating based on student interest, learning profile and readiness. Teachers utilize a wide variety of differentiation strategies including flexible grouping, anchor activities, learning centers and tiered activities with the goal of having all students master the priority standards and keeping all students engaged and challenged.

Mastery Learning Model

The Academy employs a mastery-learning model that allows students to develop skills and knowledge until they can demonstrate mastery of the content. For learning to happen best, teachers need to monitor where students are at during the learning process. Therefore, students are expected to complete all formative assessments in preparation of the required summative assessments. The Academy allows students to revise or retake summative assessments after feedback is provided from the teacher and when the student has demonstrated growth in understanding of the required content. Students are provided ample opportunities to get the support needed to demonstrate mastery, including tutoring from teachers and peers after school, during class time and in Advisory as well as resources provided so that students can work toward mastery at home. A significant portion of a student's grade is based on the summative assessments and therefore tightly aligned to their mastery of the learning outcomes, allowing for a clear picture of where students need to focus on to attain mastery and find success in the course.

Mastery learning not only prevents failure but it builds motivation and confidence. Students who struggle with difficult work but then are able to successfully complete it get the sense of satisfaction and competence that is essential in developing adults who persist and are willing to tackle challenging problems. This approach is a strategy that achieves the goals of academic

¹⁵ Marzano, R.J. *The art and science of teaching*. (2007) Alexandria, VA: Association for Supervision and Curriculum

¹⁶ Tomlinson, C.A. *How to Differentiate Instruction in Academically Diverse Classrooms*. (2017) Alexandria, VA: Association for Supervision and Curriculum

success and the development of non-cognitive factors essential to achievement—behaviors that result in success and a belief in oneself as capable and efficacious.¹⁷

Literacy

As literacy is the key to all success, the Academy has focused on building literacy in all content areas.¹⁸ ¹⁹ Throughout the curriculum, students engage with challenging texts through structured conversations with peers developing reading ability, specific strategies for approaching complex texts and content area understanding. Texts are read in a non-threatening and social environment using metacognitive and questioning strategies so that adolescents learn how to approach and use the kinds of texts that may be encountered in college and adulthood.

Technology

The integration of technology to enhance engagement and achievement is also at the forefront of instructional design and delivery. The Academy is invested in software and technology allowing students opportunities to investigate, study and gather information. Teachers and students alike experiment with the many options technology provides such as, “flipping” instruction, using social media and collaborative tools, Google Classroom, utilizing web 2.0 and Google tools and smart boards. The math department continues this emphasis with strong technology integration through up to date graphing calculators and further emphasis on smart board use. All students are issued a school Chromebook (or can use their own device) to allow for access to technology when needed.

The purposeful integration of technology into instruction is stressed and reviewed in teacher development. An opportunity where technology is going to increase access to the content/skill being taught is a focus of discussion around teaching and learning. The use of technology is not the end in mind; instead, consideration is given to whether its use is the best means to the end, the learning objectives. As technology plays such a large part in the daily lives of students, the Academy provides opportunities for students to apply it in ways not only to improve learning but to widen students understanding of what is possible in a global, inter-dependent and connected world.

Program Design

The pedagogy practiced at the Academy is well suited to meet the needs of all learners. As priority standards have been developed and through the UbD framework and practice of differentiation, gifted students have an opportunity to extend well beyond what is taught in class. Additionally, struggling students have appropriate support and guidance. Inquiry learning provides all students with access to the curriculum as well as a means for teachers to provide feedback.

Response to Intervention (“RtI”)

In addition to being compliant with all laws regarding students who need special education services, 504 plans or English Language Learner services, the Academy will also use RtI to

¹⁷ Guskey, T. “The lessons of mastery learning.” (October 2010) *Educational Leadership*, 68, 2, pp. 52-57.

¹⁸ U.S. Department of Education. “The Enhanced Reading Opportunities Study Final Report The Impact of Supplemental Literacy Courses for Struggling Ninth-Grade Readers.” (July 2010)

¹⁹ U.S. Department of Education. “Improving Adolescent Literacy: Effective Classroom and Intervention Practices.” (August 2008)

identify struggling students and put in assistive plans that may include recommendations for social work, counseling or curriculum accommodations. A personal curriculum is also available to meet the needs of students who desire to extend learning in specific areas or who need to have course modifications in order to be successful and realize post-secondary goals.

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

Special Education

When making educational placement decisions for students with disabilities, the Academy will ensure that parents are contributing members of the IEP team, and together the team will make decisions that are subject to requirements regarding provision of the least-restrictive environment. When determining how services will be delivered to students with disabilities, the Academy will follow all Special Education Rules as issued by the Michigan Department of Education. If a child with a current IEP enrolls in the Academy, the Academy will implement the existing IEP to the extent possible, or will provide an interim IEP agreed upon by parents until a new IEP can be developed. IEPs will be developed, revised and implemented in accordance with the Individuals with Disabilities Education Improvement Act (“IDEIA”) and state law and regulations.

The Academy will fully comply with federal laws and regulations governing children with disabilities as follows:

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

Every general education student who does not show proficiency in reading will receive special assistance reasonably expected to enable the pupil to bring his or her reading skills to grade level within 12 months.

Assessment

The Academy utilizes a variety of assessment measures to monitor student progress. Sixth, seventh

and eighth grade students take the Northwest Evaluation Association™ (“NWEA™”) MAP Growth® (“MAP®”) online adaptive tests in reading and math each fall and spring as well as the state summative assessments. Students in grades nine and ten are administered a nationally normed assessment. Eleventh grade students are administered the state’s assessment instrument or an assessment instrument developed under Section 1279 of the Revised School Code for a state endorsed high school diploma. In addition to the standardized test assessments, teachers create assessments to monitor progress toward goals and student mastery.

Student Achievement Gaps

The Academy, as part of the school improvement process, annually examines data to identify achievement gaps. Based upon the findings, the Academy provides additional support to assist students in improving performance. Additional supports include a small class design, grade level advisory, content area advisory, mastery learning philosophy, special courses like Study Skills and Math Lab, tutoring and summer school. The small class size provides for teachers to offer more individual instruction to struggling students. The grade level advisory allows for students to be connected with and supported by the same staff member for the three years of middle school and then for all four years of high school. Content area, M2A and R2A advisories provide extra support for struggling students in a particular content area. Advisory is also opportunity for staff to monitor a student’s Educational Development Plan (“EDP”). The Academy utilizes the EDP to assist students in documenting and focusing on post-secondary goals. The mastery learning philosophy and corresponding policies allow students multiple opportunities to demonstrate mastery of the content in a supportive environment. Study Skills and Math Lab provide extra time and tutoring opportunities for students. The Academy also provides tutoring and a summer school program to assist students in reaching proficiency.

Teacher Assessment Training

Furthermore, teachers have been trained in understanding the difference between formative and summative assessment. Formative assessment is used daily to guide practice and teachers use summative assessment judiciously and fairly. Teachers are thoughtful and careful about reporting student learning as being genuinely reflective of learning and not based on behavior. To meet this goal, the staff regularly engages in development and training in grading and assessment using the work of Robert Marzano (2006) and Jan Chappuis and Rick Stiggins (2012).

Academy Environment

The Academy has designed a program that lessens the effects of transitions to middle school, high school and beyond. Due to the small size of the Academy, students entering the middle school program have significantly reduced stress surrounding the typical transition. The middle school student is accorded intellectual respect in a safe, social environment where an individual’s social-emotional self may not yet be on a par with the dramatic learning possibilities of the brain. Furthermore, opportunities for middle school students to work alongside high school students in well-supervised, structured activities allows the developing adolescent to go through the identity formation process in a realistic and nurturing environment.

This same environment is equally important for the high school student. High school students who have the opportunities to mentor and work with middle school students are equally benefitted by

the experience. In the role of tutor or project partner, both parties develop interpersonal skills and a respect for others that are useful skills required in the global marketplace.

There are academic advantages to this approach as well. The high school students have an opportunity to “teach,” which is widely regarded as the most effective way of learning (finding multiple ways to explain is very high-level thinking and doing). The middle school students get exposure to the high school in something akin to an immersion experience. Students completely understand the expectations of high school by the end of middle school and can seamlessly transition to the high school without another set of worries about expectations, looking capable and making new friends. In this regard, the small Academy setting is invaluable.

Educational Development Plan (“EDP”)

At the center of the Academy’s advisory program is the EDP. All students regularly visit goals and aspirations for post-secondary life. At each grade level, activities are designed around goals and student developmental needs while widening students’ understanding and expectations of the surrounding world. Students regularly engage in career explorations, attend college and career fairs, research the requirements for careers of interest and develop an understanding of the rigors of college and work life.

These activities result in each student developing a post-secondary plan. The plan is regularly reviewed, edited and used in meetings with the student and parents. As each year unfolds, the student’s needs are considered in creating a course of study in preparation for the future.

High School

The Academy recommends a more rigorous course of study in high school to prepare students for success after high school graduation. Studies from the Department of Education show students who succeeded in challenging high school courses were more likely to go on to college and earn degrees. In addition, the studies found that the courses students took were a more accurate predictor of success than grades, test scores or class rank.

Research shows a strong link between the academic rigor of students’ high school course of study and post-secondary degree completion. For example, forty percent of students who took Algebra II in high school earned a bachelor’s degree, compared with twenty-three percent of those who stopped with geometry. It is the Academy’s mission to help all students succeed, not just students who want a bachelor’s degree. Today, those who plan to enter career pathway programs at two-year colleges and technical institutes are finding they have to complete rigorous requirements for entry into high-demand programs like nursing, dental hygiene, computer science, and engineering technologies.

Kensington Woods Schools Graduation Requirements:

Michigan Merit Curriculum: 18 credits

Additional Electives: 4 credits

Total Academic Credits: 22 credits

Subject	Credits
<i>All courses must meet the minimum requirements of the Michigan Merit Curriculum</i>	
English	4.0
Mathematics <i>(Mathematics must be taken during a student's Senior year.)</i>	4.0
Science	3.0
Social Studies	3.0
Health & Physical Education*	1.0
Visual, Music or Applied Arts	1.0
World Language**	2.0
Senior Year Advisory	Pass
Senior Exhibition	Pass
Online Learning Experience	Pass
CPR/AED Training Requirement	Met
Project Term	0.5 credit/year (9th-11th grade)
Required State Assessments (i.e. MME, SAT)	Completed
Additional Electives	to total 22 credits
College/Military Acceptance	Completed

*Additional credit in English, Math, Science or Foreign Language may be substituted for Physical Education credit. 3 seasons of KWHS JV or Varsity interscholastic athletics, 3 Fitness/Health designated Project Term courses or a combination of both may be substituted for the Physical Education requirement.

** Additional credit in Visual or Applied Arts may be substituted for the second credit of World Languages.

Dual Enrollment

Dual enrollment permits an eligible high school student to take a college class while still enrolled

in high school. The college class may be taken for high school credit, college credit or both. The law that governs the dual enrollment program provides that a portion of the cost may be paid for by the Academy. It does not cover fees for books, transportation, parking costs or activity fees.

Eligible classes at college are generally in academic areas where the student has exhausted the high school curriculum or the class is not offered by the high school. The high school administrator must approve all dual enrollment courses before the student registers. The student must register through the college's admissions office.

Academy Data

The Academy collects significant data to monitor the effectiveness of the program. In addition to scores on standardized tests that are reviewed with all faculty in "data digs" prompting teachers and staff to consider the skills students need to succeed on such tests, as well as content, the Academy also collects perception data, enrollment and retention data, discipline data and attendance data.

This data is compiled for use among the staff to reflect on and consider what changes need to be made to deliver on the Academy mission. Surveys, end of course evaluations, contacts with families who have left the Academy and enrollment data are all used in the meetings where solutions to evident problems are agreed upon and implemented.

Additionally, the Academy has adopted a teacher mentoring and evaluation system in which value-added measures are considered. Teachers set goals, establish measures for student achievement and reflect and report on the progress toward the goals. Through this process, administration can see broad patterns emerge that may indicate a need for change through professional development but also may pinpoint a struggling individual in need of strategies and coaching.

The school improvement team meets monthly to discuss the data and the benchmarks to propose specific solutions to be shared with staff.

Finally, the Academy leadership team keeps a close eye on the "Seven Correlates of Effective Schools,"²⁰ based on the research of Larry Lezotte, as a means of evaluating the Academy using metrics of high expectations, instructional leadership, home-school relationships, time on task, data, clear and focused mission and the frequent monitoring of student progress.

²⁰ Lezotte, L. and Snyder, K. *What Effective Schools Do* (2011). Bloomington, IN: Solution Tree Press.

Kensington Woods School
Contract Amendment No. 1

Tab 2

CURRICULUM

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.4, the Academy shall implement, deliver, and support the curriculum identified in this schedule.

The Academy has adopted Academy written curriculum as well as elective and credit recovery courses through Michigan Virtual School and Edgenuity®. The curriculum for all core subjects has been received, reviewed and approved by the Center.

- Edgenuity <https://www.edgenuity.com/>
- Michigan Virtual School <https://michiganvirtual.org/courses/>

Elementary

The following subjects/courses are offered at the Academy.

Course	6	7	8
English Language Arts	X	X	X
Mathematics	X	X	X
Science	X	X	X
Social Studies	X	X	X
Health	X	X	X
Physical Education	X	X	X

Secondary

The following subjects/courses are offered at the Academy*.

Course Name	Grade**	Course Name	Grade**
English (<i>minimum 4</i>)		World Language (<i>minimum 2</i>)	
Literature & Society Seminar (English 9, Civics) (<i>Integrated Course</i>)	9	Spanish I	Any
English Society & the Individual (English 10)	10	Spanish II	10,11,12
English Rhetoric & Civics (English 11) (<i>Integrated Course</i>)	11	Spanish III	11, 12
Introduction to College English/ Integrated Art w/ Senior Exhibition (English 12) (<i>Integrated Course</i>)	12	Visual, Performing & Applied Arts (<i>minimum 1</i>)	
AP English: Language and Composition	10,11,12	Visual Arts I	Any
AP English: Literature and Composition	10,11,12	Digital Art I	Any
Literature & Humanities	Any	Art 2	10,11,12

Mathematics (<i>minimum 4</i>)	
Pre-Algebra	9
Algebra I	9, 10
Geometry	9,10,11
Algebra II	10,11,12
Algebra II Foundations	12
Adv. Algebra II & Trigonometry	11,12
Pre-Calculus	11,12
Pre-Calculus/Calculus	12
Math Lab	Any
Science (<i>minimum 3</i>)	
Concepts of Physics	9,10
Chemistry/Art (<i>Integrated Course</i>)	10,11,12
Biology/Health Integration (<i>Integrated Course</i>)	10,11,12
Anatomy and Physiology	11,12
Advanced Physics	11,12
Advanced Biology	11, 12
Social Studies (<i>minimum 3</i>)	
Literature & Society Seminar (English 9, Civics) (<i>Integrated Course</i>)	9
World History & Geography	9,10,11
U.S. History & Geography	9,10,11
English Rhetoric & Civics (English 11) (<i>Integrated Course</i>)	11,12
Economics	11,12
Physical Education & Health (<i>minimum .5 each</i>)	
Physical Education	Any
Health	Any
Biology/Health Integration (<i>Integrated Course</i>)	Any

Art 3	11,12
AP Studio Art	11,12
Open Art Studio	Any
Desktop Publishing	Any
Integrated Art (Chemistry)	10,11,12
Integrated Art (English 12)	12
Chorale	Any
Chamber Singers	Any
Beginning Band	Any
Concert Band	Any
Percussion Ensemble	Any
Music Independent Study	Any
Other	
Creative Media	Any
Study Skills	Any
Makerspace	Any
Symposium	Any
Communications	Any
Project Term	9,10,11
Creative Writing	Any
Seminar	Any
Advisory	Any
Academic Center	Any
Virtual Courses***	
MiVS Courses	Any
Edgenuity Courses	Any

* The Academy updates course offerings each school year based on the needs and interests of students as well as teacher certification. As a result some courses are rotated and are not offered each year. All core subjects are taught every year and high school students are required to meet the requirements of the Michigan Merit Curriculum.

**If students are not required to take a course at a specific grade level, “any” is used for the grade indication.

***Virtual Courses are defined as any course(s) that are delivered using the internet.

AMENDMENT NO. 2

to the
July 1, 2022 Contract to Charter
A Public School Academy and Related Documents

Issued To

KENSINGTON WOODS SCHOOLS
(A PUBLIC SCHOOL ACADEMY)

By

THE CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

CONTRACT AMENDMENT NO. 2

KENSINGTON WOODS SCHOOLS

In accordance with Article IX of the Terms and Conditions of the Contract (the "Contract"), dated July 1, 2022, issued by the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (the "University Board") to KENSINGTON WOODS SCHOOLS (the "Academy"), as amended, the parties agree to further amend the Contract as follows:

- 1.) Amend Article XII, Section 12.9. Term of Contract, of the Terms and Conditions of Contract, by replacing the language contained therein with the following:

"Term of Contract. This Contract is for a fixed term and shall terminate at the end of the Contract term without any further action of either the University Board or the Academy. This Contract shall commence on the date first set forth above and shall remain in full force and effect until June 30, 2024, unless sooner revoked, terminated, or suspended pursuant to Article X of these Terms and Conditions. Pursuant to University Board policy, the standards by which the Academy may be considered for the issuance of a new contract will be guided by the following core questions:

- Is the Academy's academic program successful?
- Is the Academy's organization viable?
- Is the Academy demonstrating good faith in following the terms of its charter and applicable law?

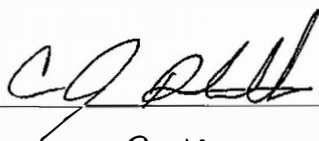
The Center shall establish the process and timeline for the issuance of a new contract. The standards for the issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board as the most important factor of whether to issue or not issue a new contract. Consistent with the Code, the University Board in its sole discretion may elect to issue or not issue a new contract to the Academy."

This entire amendment is hereby approved by the University Board and the Academy Board through their authorized designees, and shall have an effective date of July 1, 2023.



Dated: 06/28/2023

By: Corey R. Northrop, Executive Director
The Governor John Engler Center for Charter Schools
Designee of the University Board



Dated: 6-27-2023

By: Conrad Phillips
Kensington Woods Schools
Designee of the Academy Board

AMENDMENT NO. 3

to the
July 1, 2022 Contract to Charter
A Public School Academy and Related Documents

Issued To

KENSINGTON WOODS SCHOOLS
(A PUBLIC SCHOOL ACADEMY)

By

THE CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

CONTRACT AMENDMENT NO. 3

KENSINGTON WOODS SCHOOLS

In accordance with Article IX of the Terms and Conditions of the Contract (the "Contract"), dated July 1, 2022, issued by the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (the "University Board") to KENSINGTON WOODS SCHOOLS (the "Academy"), as amended, the parties agree to further amend the Contract as follows:

- 1.) Amend Schedule 5: Description of Staff Responsibilities, by replacing the materials contained therein with the materials attached as Tab 1.

This entire amendment is hereby approved by the University Board and the Academy Board through their authorized designees, and shall have an effective date of July 1, 2023.



Dated: 9/25/23

By: Corey R. Northrop, Executive Director
The Governor John Engler Center for Charter Schools
Designee of the University Board



Dated: 9/21/2023

By: _____
Kensington Woods Schools
Designee of the Academy Board

Kensington Woods Schools
Contract Amendment No. 3

Tab 1

DESCRIPTION OF STAFF RESPONSIBILITIES

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article III, Section 3.6., the Academy is authorized to employ or contract for personnel according to the position information outlined in this schedule. Before entering into an agreement with an Educational Service Provider, as defined in the Terms and Conditions of this Contract, to provide comprehensive educational, administrative, management or instructional services or staff to the Academy, the Academy Board must first comply with the Educational Service Provider Policies adopted by the Center.

Qualifications	5-1
Administrator and Teacher Evaluation Systems	5-1
Performance Evaluation System	5-1
Teacher and Administrator Job Performance Criteria	5-1
Reporting Structure	5-1
Position Responsibilities	5-1
School Administrator(s)	5-1
Instructional Staff	5-2
Non-Instructional Staff	5-2
Educational Service Provider Agreement	5-3

Qualifications. The Academy shall comply with all Applicable Law regarding requirements affecting personnel employed by or assigned to the Academy including (but not limited to): qualifications, evaluation systems, criminal background checks and unprofessional conduct disclosures. All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.

Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all teachers and school administrators a rigorous, transparent, and fair performance evaluation system that complies with the Code. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with MCL 380.1249.

Performance Evaluation System. During the term of this Contract, the Academy shall not assign a pupil to be taught in the same subject area for 2 consecutive years by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations per the Code. If the Academy is unable to comply with this provision of the Code and plans to assign a pupil to be taught in the same subject area for 2 consecutive years by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations per the Code, the Academy Board shall notify the pupil's parent or legal guardian that the pupil has been assigned to be taught in the same subject area for a second consecutive year by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations. The notification shall be in writing, shall be delivered to the parent or legal guardian not later than July 15th immediately preceding the beginning of the school year for which the pupil is assigned to the teacher, and shall include an explanation of why the pupil is assigned to the teacher. MCL 380.1249a.

Teacher and Administrator Job Performance Criteria. The Academy Board shall implement and maintain a method of compensation for its teachers and school administrators that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation. The assessment of job performance shall incorporate a rigorous, transparent, and fair evaluation system that evaluates a teacher's or school administrator's performance at least in part based upon data on student growth as measured by assessments and other objective criteria. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider complies with this section. MCL 380.1250.

Reporting Structure

All positions are employed by Genesee Education Consultant Services, Inc. ("GECS") and are outlined in the Educational Service Provider Agreement included in this Schedule.

Position Responsibilities

Following are the categories into which Academy staff fall. Descriptions for all positions employed by or assigned to the Academy are available at the Academy.

School Administrator(s)

As stated above, all administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246. In addition to the position titles identified in MCL 380.1246, the Michigan Department of Education ("MDE") will deem an administrator working

at a district or school level to be “administering instructional programs” if the person’s position description or day-to-day duties include any or all of the following elements *:

1. Responsibility for curriculum. This includes final or executive decisions which directly impact what should be taught to students and how it should be delivered, as well as what learning outcomes are expected, often following a philosophy of research, best practices, and continuous improvement providing equitable access to all students.
2. Responsibility for overseeing district or school improvement plan design or implementation. This includes a vision and a method for execution of plans regarding incorporating student assessment, using student performance and school safety data to drive decision-making, the use of information technology to support improvement, professional development, and overall student achievement.
3. Oversight of instructional policies. This includes the creation, modification, and recommendation of final policy regarding any aspect of how teachers implement, deliver, and support curriculum. Whether or not making specific financial decisions in support of these policies is part of the oversight role, this person still has final decision-making responsibility for instruction.
4. Executive-level reporting on academic progress to a governing authority. This includes providing updates, documentation, data, or presentations in an official or executive capacity to a governing body regarding progress on student learning goals—whether or not these reports are tied to expenditures related to the successful delivery of the instruction.
5. Supervision and evaluation of direct reports responsible for instruction. This includes providing executive leadership for employees who report to the individual, and providing direction to establish work priorities and decision-making. This involves evaluation of educator efficacy as well as general work performance of staff.

(*This statement and numbered items that follow it were taken directly from the February 23, 2017, Memorandum issued by the MDE.)

Instructional Staff

As stated above, except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule. Individuals that are considered instructional staff are responsible for implementing the Academy’s curriculum, developing assessments and monitoring student progress. Instructional staff whose main responsibility is working with students with disabilities must modify instructional techniques in order to enhance learning for all students.

Non-Instructional Staff

The staff that fall into this category are not required to hold an administrator certificate or a teaching certificate. The individuals in this category support the Academy’s pursuit of its mission, vision, and educational goals.

SERVICES CONTRACT

This Services Contract (“Contract”) is made and entered into as of July 1, 2023 by and between Genesee Education Consultant Services, Inc., a Michigan corporation, (“GECS”) and Kensington Woods Schools, a Michigan public school academy (the “Academy”), each a “Party” and collectively the “Parties”.

PREAMBLES

- A. The Academy has been issued a charter contract (the “Charter Contract”) by the Central Michigan University Board of Trustees (the “Authorizer”) to organize and operate a public school academy. The Authorizer is the statutory authorizing body. The Michigan Revised School Code and the Charter Contract permit a public school academy to contract with persons and entities for the operation and management of the public school academy.
- B. GECS provides instructional and non-instructional services to educational institutions.

NOW THEREFORE, in consideration of the mutual promised and benefits contained herein, the Parties agree as follows:

ARTICLE I CONTRACT DURATION AND TERMINATION

1. **Term.** This Contract shall commence as of July 1, 2023 for a one year term ending on June 30, 2024.

2. **Termination of Contract.** Either party may terminate Contract with thirty (30) days advance notice or sooner upon mutual written agreement. Upon termination of this Contract, the Academy will pay GECS for Services provided up to and including the date set for termination. Any amounts remitted by the Academy to GECS in excess of the pro-rata charges for Services provided by GECS up to and including the date set for termination will be returned to the Academy by GECS. Notice of intent to terminate Contract must be delivered by registered mail.

- a. Notwithstanding anything to the contrary, if either party violates a provision of this Contract, and fails to remedy the violation within fifteen (15) business days after receiving written notice from the other party detailing the default, the non-violating party may terminate this Contract without liability. Either party’s acceptance of a past violation does not waive its right to terminate this Contract for any future violation not cured within fifteen (15) days or for any material breach as provided for in subsection (b) hereof. Any action or inaction by GECS that is not cured within 60 days of notice thereof

which causes the Charter Contract to be put in jeopardy of revocation, termination or suspension by the Authorizer is a material breach.

- b.** Termination of Contract mid-year is strongly discouraged. The Academy and GECS should make all efforts necessary to remedy a breach of this Contract in order to continue school operations until completion of the then-current school fiscal year. If a breach cannot be remedied, the Academy and GECS agree to work cooperatively to transition management and operations of the school without disrupting the school's operations.
- c.** The Academy, without liability, may terminate this Contract immediately upon a material breach by GECS, said material breach shall include, but not be limited to:

 - i.** Inability to provide the Services as specified in Appendix A to the level that the Academy is presently accustomed to, and
 - ii.** Failure to comply with any applicable state or federal law or state or federal regulation.
- d.** If the Charter Contract is revoked, terminated or a new charter contract is not issued to the Academy after expiration of the Charter Contract, this Contract shall automatically terminate on the same date as the Charter Contract is revoked, terminated, or expires without further action of the parties.
- e.** In the event that the Academy is required to close an Academy site pursuant to a notice issued by the Michigan Department of Education, or undergo a reconstitution, such a closure of an Academy site or reconstitution causes an amendment to or termination of this Contract, the parties agree that this Contract shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and GECS shall have no recourse against the Academy or the Authorizer for implementing such site closure or reconstitution.
- f.** Upon termination or expiration of this Contract, or termination due to a Charter Contract revocation, reconstitution, termination or non-renewal, GECS shall, to the extent applicable to the services being provided herein, without additional charge: (i) close the financial records on the then-current school fiscal year which includes, but is not limited to, the completion and submission of the annual financial audit, state and federal grant reporting and all other associated reporting within required timelines established by the appropriate local, state or federal authority; (ii) organize and prepare student records for transition to the new educational service provider (ESP), self-management or in the case of a school closure, transfer to a student's new school as designated by the student's parent / legal guardian or to a person or entity authorized to hold such records; (iii) provide for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by GECS to the Academy; (iv) organize and prepare the Academy's records,

both electronic and hard-copy, for transition to the new ESP, self-management or dissolution; and (v) provide for the orderly transition to the new ESP, self-management or dissolution of all Academy-owned assets including, but not limited to, furniture, fixtures, equipment and real estate. This includes any keys, log-in information and passwords related to any Academy asset.

ARTICLE II

DESCRIPTION AND PROVISIONS OF GECS SERVICES

1. **Description of Services.** GECS hereby agrees to provide Services as specified in Appendix A under the terms and conditions contained therein and pursuant to this Contract (“Services”). Services provided under Appendix A may be amended, added to, or subtracted from upon mutual agreement of the parties. GECS accepts full liability and is responsible for paying all salaries, benefits, payroll taxes, workers’ compensation, unemployment compensation, and liability insurance for its employees leased to the academy.
2. **Services Personnel.** GECS shall furnish to the Academy the names of all primary personnel to be utilized by GECS in connection with the performance of the Services. Personnel assigned by GECS to perform Services for the Academy shall be experienced, fully qualified, and certified or licensed as or when legally necessary to perform the Services pursuant to and in conformance with all laws, rules, and regulations.
3. **Standard of Services.** GECS shall be responsible that the individuals which GECS assigns to perform Services for the Academy adhere to professional standards and perform all Services in a manner consistent with generally accepted proficiency and competency for the type and nature of Services rendered.
4. **Background Checks.** Pursuant to the requirements of Sections 1230 and 1230a of the Revised School Code (“Code”), GECS shall perform a criminal history check through the Michigan State Police, as well as, a criminal records check through the Federal Bureau of Investigation, with regard to all persons assigned by GECS to regularly and continuously work in any of the Academy facilities or at program sites where the Academy delivers educational programs and Services. Prior to the first day of employment at the Academy, GECS agrees that it shall not assign any of its employees, agents or other individuals to perform any Services under this Contract, where such individual would regularly and continuously work in the Academy facilities or program sites if such persons have been convicted of any offenses that would, in the judgement of the Academy, create a potential risk to the safety and security of students served by the Academy or employees of the Academy.
5. **Access to School Sites.** GECS shall enjoy access to the Academy facilities and sites to enable the performance of its obligations under Contract. Such access shall include a license to enter Academy property when necessary in the course of performing the Services specified herein. Such entry shall be undertaken in accordance with applicable The Academy policies.

6. **Employment Requests.** Academy or GECS may request that an employee be removed from servicing the Academy. Such requests shall not be unreasonably denied. The Academy reserves the right to refuse the assignment of any employee of GECS to provide Services under this Contract where any criminal record history, including pending criminal charges, or employment history for that employee indicate, in the Academy's judgement, unfitness to provide said Services.
7. **Access to Financial Records.** All financial records and other records related to the Academy will be made available to the Academy, the Academy's independent auditor, and the Authorizer upon request.
8. **Equipment.** If GECS purchases equipment, materials, or supplies on behalf of Academy, such equipment, materials, and supplies shall be and remain property of the Academy. GECS shall comply with the Revised School Code (including, but not limited to, sections 1267 and 1274 of the Code, MCL 380.1267 and MCL 380.1274) as if the Academy were making these purchases directly from a third party supplier or vendor. If GECS procures equipment, materials and supplies at the request of or on behalf of the Academy, GECS shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.
9. **Disclosures.** On an annual basis, GECS shall provide the Academy Board all of the same information that a school Academy is required to disclose under section 18(2) of the State School Aide Act, MCL 388.1618(2), for the most recent school fiscal year in which the information is available. Within thirty (30) days of receiving the information under section 18(2), the Academy Board shall make this information publicly available on its website, in a form and manner prescribed by the Michigan Department of Education.

ARTICLE III

RELATIONSHIP OF PARTIES

1. **Independent Contractor.** In the provision all Services hereunder, GECS shall be regarded at all times as performing Services as an independent contractor of the Academy. Consistent with that status, GECS reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this contract and the Academy shall not exercise (or have the right to exercise) control or direction over the means and methods utilized by GECS in providing Services.
2. **GECS as Employer.** GECS shall be regarded as the legal employer, as the term is used under state and federal law, for all employees assigned by GECS to provide Services under this Contract. GECS shall have the sole responsibility and authority to hire, assign, supervise, evaluate, and terminate any personnel assigned by GECS to do work at the Academy. The Academy designates the employees of GECS as agents of the Academy having legitimate educational interest such that they are entitled to access to educational records under 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act ("FERPA").

3. **Employment Claims to GECS.** GECS shall be responsible for the answering, defending, and/or resolution of any and all claims arising from the assignment and provision of Services by GECS employees under this Contract.
 - a. Claims shall include, but not limited to: actions before the Michigan Employment Relations Commission; the National Labor Relations Board; unemployment compensation actions; workers' compensation claims; claims and grievances for breach of contract, any other claims or actions of any nature arising from or out of the provisions of Services provided hereunder by GECS or any employee, agent of contractor of GECS.
 - b. All costs, legal fees and liabilities incurred in connection with any claim or action or any judgement resulting under this Section shall be the sole and exclusive responsibility of GECS.
4. **Non-Exclusive Services.** The Academy does not agree to use GECS exclusively for the provision of Services hereunder or for any other services otherwise. It is understood and acknowledged that the Academy is free to contract for similar services to be performed by other persons or entities so long as such services do not interfere with the performance or the obligations of the Parties under this Contract.
5. **GECS Taxation Responsibilities.** GECS shall be responsible for any taxation consequences to it or its employees as a result of GECS engagement under this Contract. GECS shall be responsible, as legally required, to report as income its compensation received from the Academy. GECS shall make, on behalf of itself and its employees, including its employees performing Services, all requisite tax filing and payments to the appropriate federal, state, and local tax authorities. No part of compensation to GECS under this Contract shall be subject to withholding by the Academy for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation. GECS agrees to indemnify and hold the Academy harmless from any and all such claims.
6. **ACADEMY BUDGET.** Academy Board shall budget adequate resources to fulfill its Contract requirements which may include but are not limited to: oversight of the ESP Agreement, negotiation and fulfillment of the Contract and any amendments, Academy Board personnel expenditures, Academy insurance, annual financial audit, the Academy Board's legal counsel, consultants, and any other such cost necessary for Academy Board operations. The Academy Board shall be responsible for determining the budget reserve included in the Academy's annual budget and any budget amendments. In addition, the Academy Board is responsible for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount(s).
7. **ACADEMY CAO.** Pursuant to the Uniform Budget and Accounting Act, MCL 141.422b, the Academy Board is responsible for designating the Chief Administrative Officer ("CAO") of the Academy. If the Academy employs a superintendent or a person having general administrative control, then the Academy Board may designate that employee as the CAO of the Academy. If the Academy does not employ a superintendent or person having general administrative control, then the Academy Board shall designate an Academy Board member

as the CAO of the Academy. No ESP or ESP owner, officer, director or employee shall be designated as the CAO of the Academy, but an ESP employee may assist the CAO in carrying out their duties.

ARTICLE IV **INVOICE AND PAYMENT**

1. **Administrative Fee.** The Administrative Fee is calculated on the gross pay of all employees dedicated to providing Service to the Academy pursuant to this Contract and will be include with each bi-weekly payroll submission. The Administrative Fee and Reimbursable Expenses will be included in Appendix B.

2. **Reimbursable Expenses.** GECS may charge the Academy for all expenses reasonably and actually incurred, necessary for the provision of Services under this Contract. The list of reimbursable expenses or the amount of expenses shall be pre-approved by the Academy and may be modified in writing by mutual consent should conditions or situations change. Mutually accepted reimbursable expenses may include but not limited to pre-employment drug testing, pre-employment physical examination, random drug and alcohol testing, annual physicals or other Academy, itemized training component, state and/or federally mandate requirement.

3. **Invoice Procedure.** GECS shall submit invoices to the Academy bi-weekly in such detail as The Academy shall reasonably require.
Said invoices shall be for the following:
 - a. Gross pay to Employees for work performed pursuant to Appendix A.
 - b. Other incurred, approved expenses, including but not limited to Reimbursable Expenses.
 - c. Administrative Fee as calculated in Appendix B.

4. **Payment.** The Academy will remit payment via ACH transfers on invoices within forty-eight (48) hours of the receipt of said invoice. The Academy acknowledges the importance of prompt payment of amounts owed to GECS and will ensure prompt payment even when such payment is required during school vacations or other such times when school is not in session.

Payment not received within thirty (30) calendar days after receipt of invoice will be subject to an additional service charge in the amount of .0110% compounded daily (4% APR). If the Academy disputes the accuracy of any invoice delivered by GECS, the Academy shall, within thirty (30) days of receipt, deliver a written notice and explanation of such dispute to GECS. GECS shall meet with the Academy to review the invoice and account within ten (10) business days. Nothing in this subsection shall excuse payment by the Academy according to Section 4 above.

5. **GECS Services Costs.** GECS accepts full liability and is responsible for paying all salaries, benefits, payroll taxes, worker's compensation, unemployment compensation and liability insurance for its employees leased to the Academy or working on Academy operations irrespective of whether GECS receives an advancement of its costs or the payment of services from the Academy. In addition, the Parties agree as follows:

- a. GECS shall make the necessary payroll reports and payments to governmental authorities.
- b. The Academy shall verify and authorize GECS employees' work records, consisting of time sheets and summaries, in a timely manner, as to permit GECS to accurately invoice the Academy. The Academy shall have the right upon written request to review the accounting of all items invoiced to it by GECS to ensure proper verification of billed amounts.

6. **Other/Corporate Costs of GECS** Any services to be provided by the ESP that are included in the management fee but are performed by a subcontractor shall not be charged to, reimbursed by, or passed through as an additional cost to the Academy. No corporate costs of the ESP shall be charged to, or reimbursed by, the Academy.

ARTICLE V **INDEMNIFICATION, ARBITRATION AND INSURANCE**

1. **Indemnification.** GECS shall indemnify, defend, and hold the Academy (and its officers, trustees and agents) harmless from and against all liabilities, damages, fines, penalties, demands, forfeitures, claims, suits, causes of action or any other liabilities or losses, including all costs of defense, settlement and prosecution along with attorney, expert and other professional fees, arising out of or related to any negligence, wrongful act or breach of this Contract or the obligation of GECS or any of its employees or others for whom it is responsible in connection with the performance of the Contract.
 - a. GECS shall be solely and entirely responsible for its acts and omissions and for the acts and omissions of its agents, employees and subcontractors in connection with the performance of Services under this Contract and agrees to defend and indemnify the Academy from any and all such claims and/or judgments resulting from such acts or omissions.
 - b. The above promise of indemnity and defense shall not apply to liability which results from the sole negligence, wrongful act or breach of this Contract by the Academy or its employees or agents.
 - c. The parties acknowledge and agree that Central Michigan University, its Board of Trustees, and its members, officers, employees, agents or representatives (collectively "University") are deemed to be third party beneficiaries for purposes of this Contract. As third party beneficiaries, GECS hereby promises to indemnify, defend and hold harmless the

University from and against all demands, claims, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, demands, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees), of settlement and prosecution imposed upon or incurred by the University, and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's approval of the Academy's application, the University Board's consideration of or issuance of a Charter Contract, GECS' preparation for or operation of the Academy, or which are incurred as a result of the reliance by the University upon information supplied by GECS, or which arise out of GECS' failure to comply with this Contract or applicable law. The parties expressly acknowledge and agree that the University may commence legal action against GECS to enforce its rights as set forth in this section of this Contract.

- d. No provision of this Contract shall restrict the Academy Board from waiving its governmental immunity or require the Academy Board to assert, waive, or not waive its governmental immunity.
- e. No provision of this Contract shall interfere with the Academy Board's constitutional duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the Academy. No provision of this Contract shall prohibit the Academy Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act.
- f. No provision of this Contract shall alter the Academy Board treasurer's legal obligation to direct that the deposit of all funds received by the Academy be placed in the Academy's depository account as required by law. The signatories on the Academy Board accounts shall solely be Academy Board members or properly designated Academy Board employee(s). Interest income earned on Academy accounts shall accrue to the Academy.

2. **Arbitration.** Any dispute, controversy, or claim arising out of or relating to this Contract, including but not limited to, breach, termination, or invalidity of agreement, whether arising in contract, tort, or otherwise, shall at the request of any party be resolved in binding arbitration. This arbitration shall proceed in accordance with Arbitrator Provisions of the Michigan Revised Judicature Act of 1961, Michigan Uniform Arbitration Act (MCL 691.1681 et. Seq), and the current Commercial Arbitration Rules (the "Arbitration Rules") of the American Arbitration Association ("AAA") to the extent that the Arbitration Act and the Arbitration Rules do not conflict with any provision of this Subsection.

- a. No provision of or the exercise of any rights under this Subsection shall limit the right of any party to seek and obtain provisional or ancillary remedies (such as injunctive relief, attachment, or the appointment of a receiver) from any court having jurisdiction before, during, or after the pendency of an arbitration proceeding under this Section. The institution and maintenance of any such action or proceeding shall not constitute a waiver of the right of any party, including the party taking the action or

instituting the proceeding, to submit a dispute, controversy, or claim to arbitration under this Section.

- b. Any award, order, or judgment made pursuant to arbitration shall be deemed final and may be entered in any court having jurisdiction over the enforcement of the award, order, or judgment. Each party agrees to submit to the jurisdiction of any such court for purposes of the enforcement of any such award, order, or judgment.
- c. The arbitration shall be held before one arbitrator knowledgeable in the general subject matter of the dispute, controversy, or claim and selected by the AAA in accordance with the Arbitration Rules.
- d. In any arbitration proceeding under this Subsection, subject to the award of the arbitrator(s), each of the parties shall pay all its own expenses, an equal share of the fees and expenses of the arbitrator, and, if applicable, the fees and expenses of its own appointed arbitrator. The arbitrator(s) shall have the power to award recovery of costs and fees (including reasonable attorney fees, administrative and AAA fees, and arbitrators' fees) among the parties as the arbitrator(s) determine to be equitable under the circumstances.
- e. The interpretation and construction of this Subsection, including, but not limited to, its validity and enforceability, shall be governed by the Arbitration Act. In addition, choice of law shall be governed by the laws of the state of Michigan.
- f. A cause opinion as to the final decision shall be required. The Authorizer shall be notified of said decision and, upon its request, the cause opinion shall be made available.

3. Compliance. GECS shall be responsible for complying with all applicable local, state and federal laws and regulations, including, but not limited to all applicable employment related requirements. GECS shall fully comply with all equal employment laws as well as all work-place safety laws.

4. Insurance to be maintained by GECS. The following insurance shall be maintained by GECS during the term of this Contract. GECS shall, upon request of The Academy, provide satisfactory evidence that such insurance is in effect:

- a. Workers' Compensation Insurance is required by law. Said policy shall contain an endorsement providing that the Academy shall receive thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change.
- b. Commercial General Liability Insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and/or single limit, for

personal injury, bodily injury and property damage liability. Said policy shall also contain an endorsement providing that the Academy shall receive thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change.

- c. For each insurance policy carried by GECS in regards to this Contract, GECS shall designate the Academy an additional insured or ensure that each insurance policy contains a provision that states the insurance carrier agrees to indemnify, defend and hold harmless The Academy, its Board, employees and agents from and against all claims, causes of action, loss, and damage, including without limitation the Academy actual attorneys' fees and costs, arising out of or in any way related to provision of Services hereunder. The insurance shall provide that it cannot be canceled, or materially altered without thirty (30) days prior written notice to The Academy.
- d. Notwithstanding the above, GECS shall maintain insurances as required by the Contract and the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C."), and that in the event the University or M.U.S.I.C. request any change in coverage by GECS, GECS agrees to comply with any change in the type of or amount of coverage, as requested, within thirty (30) days after notice of the insurance coverage change. GECS' insurance is separate from and in addition to the insurance the Academy Board is required to obtain under the Contract.

ARTICLE VI

CONFIDENTIALITY/COPYRIGHT

1. Copyright Compliance. GECS shall advise the Academy of any and all programs or materials used or recommended for use by GECS to perform the Services that are subject to any copyright restrictions or requirements. In the event GECS shall fail to so advise The Academy and as a result of GECS use of any such programs or materials under this Contract, the Academy is found to be in violation of any copyright restrictions or requirements, or if the Academy shall be alleged to be in violation of any such copyright restrictions or requirements, GECS shall indemnify, defend and hold harmless the Academy against any such actions or claims brought by the copyright claimant.

2. Confidentiality. GECS shall observe the policies and directives of the Academy to preserve the confidentiality of the Academy records and information, including student records and student record information, to the extent that GECS (its employees and agents) are permitted to access such records or information. GECS agrees that it shall direct its employees to observe and hold them accountable for compliance with the policies of the Academy pertaining to the confidentiality of student records and student record information under, without limitation, the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), 20 USC 1232g; 34 CFR 99; the Individuals with Disabilities Education Act ("IDEA"), 20 USC 1401, et seq.,

34 CFR 300.610 – 300.626; and Section 504 of the Rehabilitation Act of 1973, 29 USC 794(a); 34 CFR 104.36, as well as the regulations implementing each of those enactments. In addition, financial, educational, and student records pertaining to the Academy are Academy property, and that such records are subject to the provisions of the Michigan Freedom of Information Act. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. Except as permitted under the Charter Contract and Applicable Law, GECS shall not restrict the University's or the public's access to the Academy's records. (All records shall be kept in accordance with applicable state and federal requirements.)

- a. Except as permitted under the Code, GECS shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of an Academy student's education records. If GECS receives information that is part of an Academy student's education records, GECS shall not sell or otherwise provide the information to any other person except as permitted under the Code. For purposes of this section, the terms "education records" and "personal identifiable information" shall have the same meaning as those terms in Section 1136 of the Code, MCL 380.1136.

3. Proprietary information. GECS will not disclose proprietary information to any third party, and will use such information only on behalf of the Academy as the Academy may authorize. Proprietary information shall include all confidential information disclosed to GECS by the Academy and all confidential information concerning the Academy which is acquired by GECS in performing the Services described herein. Proprietary information does not include any information which at the time of disclosure is in the public domain, or which enters the public domain after disclosure except by wrongful means or by breach of this Contract. To the extent permitted by law, the Academy will not disclose proprietary information of GECS to any third party and prior to responding to requests under the Freedom of Information Act, the Academy will endeavor to notify GECS to determine if the information requested is applicable under FOIA or eligible for exemption.

4. Curriculum or Educational Materials. GECS acknowledges that the Academy owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the Academy; or (ii) were developed by GECS at the direction of the Academy Board with Academy funds.

5. Compliance with The Academy Policies. Notwithstanding any other obligations set forth in this Article, GECS shall ensure that all employees assigned by GECS to provide Services under this Contract shall comply with any and all policies or regulations set by the Academy applicable to the provision of said Services including, but not limited to:

- a. Child abuse and neglect reporting,
- b. Sexual Harassment,
- c. Communicable diseases,
- d. Alcohol/Controlled Substance possession and use, and
- e. Non-Discrimination

Before any Services are provided hereunder, the Academy shall provide GECS a copy of all applicable policies and regulations. Failure to provide said policies and regulations shall release GECS from any and all liability arising under any breach of said policies or regulations until such time as they are provided.

6. Compliance with Academy's Contract. GECS agrees to perform its duties and responsibilities under this Contract in a manner that is consistent with the Academy's obligations under the Charter's Contract issued by Central Michigan University Board of Trustees. The provisions of the Charter Contract shall supersede any competing or conflicting provisions contained in the Contract.

ARTICLE VII MISCELLANEOUS

1. **Non-Assignment.** This Contract shall not be assigned, or subcontracted, in whole nor in part, without the prior written consent of the other party, and notice to the Authorizer, but in no case shall such consent change the terms of the Contract. The Contract shall not be assignable without prior notification to the Authorizer. Any assignable party shall be considered an educational service provider. As such, any assignable party shall follow the requirements set forth in the Authorizer's policies.
2. **Entire Contract.** This Contract, and any Appendices or exhibits attached hereto or incorporated by reference, constitute the entire Contract between the Parties regarding its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to the Services.
3. **Amendments.** None of the terms and provisions of this Contract or its Appendices A and B, may be modified or amended in any way except by an instrument in writing executed by authorized representatives of GECS and the Academy and will be done in a manner consistent with the Authorizer's ESP Policies.
4. **Non-Waiver.** Failure by either party to enforce or insist upon compliance with any of the terms or provisions of this Contract shall not constitute a general waiver or relinquishment of any term or provision of this Contract.
5. **Non-Discrimination.**
 - a. **Employment Discrimination.** The Parties shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, due to race, color, religion, sex, national origin, age, height, weight, disability, marital status or veteran status.
 - b. **No Service Discrimination.** The Parties shall not discriminate against any student or other recipient of service under this Contract due to race, color, religion, sex, national origin, or disability in the delivery of Services rendered under this Service Contract.

6. **Safety.** The Academy will provide each GECS employee with written safety procedures for assigned area, including, but not limited to, procedures to follow in the event of tornados or natural disasters, presence of hazardous materials, presence of pathogens borne by blood or other fluids, power failures, and other safety threats. GECS will provide training to its employees on measures for performing their assigned duties for the Academy and shall assure, to the extent under control, a safe working environment.

7. **Notices.** Unless otherwise provided in this Contract or upon agreement of the parties, all notices, requests, demands and other communications shall be in writing, sent registered mail, return receipt requested, and are effective upon receipt to the addresses set forth below. The Academy or GECS may from time to time designate any other address for this purpose by providing written notice to the other Party.

a. To _____ - All required notices shall be delivered to:

**Kensington Woods Schools
9501 Pettys Rd. Lakeland, MI 48143**

b. To GECS- All required notices to GECS shall be delivered to:

Jeff Morgan, CEO
Genesee Education Consultant Services
G-6235 Corunna Road, Suite. C
Flint, MI 48532

8. **Severability.** If any provisions of this Contract should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected, impaired or prejudiced thereby.

9. **Retirement Reopener.** In the event that the State of Michigan passes legislation which would require either GECS or the Academy to pay into the Michigan Public School Employees Retirement System for the employees provided by GECS, then the parties may reopen this Contract for possible modification, or may terminate the Contract upon not less than thirty (30) days written notice.

10. **Force Majeure.** Neither Party hereto shall be liable to the other for any loss of business or any other damages caused by an interruption of this Contract where such interruption is due to war, rebellion or insurrection; an act of God; fire; government statute, order or regulation prohibiting the performance of this Contract; riots; strikes, labor stoppages, lockouts or labor disputes to the extent such occurrences are not caused by the actions of the Party seeking relief under this Section; or other causes beyond the reasonable and respective control of GECS or The

Academy.

- a. The Academy has no obligation to make payments for the days in which GECS does not perform Services under this Contract.

11. Headings and Titles. The headings in this Contract are for reference only and are not to be used to interpret the terms of the document.

12. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which constitute one and the same Contract.

13. No Third Party Beneficiary. This Contract is enforceable only by the Academy or GECS. No other person may enforce any of the terms contained in this Contract. Nothing in this Contract shall be intended to confer third party beneficiary status or rights, pursuant to MCL 600.1405 or under the common law, to any person or entity that is not a party to this Contract.

14. Non-Compete Agreements. GECS will not execute contracts with its staff assigned to the Academy that contain non-complete agreements of any nature.

15. Academy's Independent Auditor. GECS shall not select and retain the independent auditor for the Academy.

16. Data Security Breach. GECS shall promptly report to the Academy Board, not later than the first business day following discovery, any use or disclosure of personally identifiable information from the Academy's education records or other information not suitable for public release (collectively, Covered Data or Information ("CDI")) that is not authorized by this Agreement or Applicable Law. GECS agrees to promptly undertake to identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what GECS has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) whether, and if so on what grounds, GECS has determined that the security breach has not or is not likely to cause substantial loss or injury to, or result in identity theft with respect to, one or more residents of this state, and (vi) what corrective action GECS has taken or shall take to prevent future similar unauthorized use or disclosure. GECS shall provide such other information as reasonably requested by the Academy Board. GECS shall take appropriate action, in accordance with MCL 445.72, to notify affected individuals whose CDI may have been compromised.

17. Marketing & Development Costs. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program and shall not include any costs for the marketing and development of GECS.

This Contract has been duly authorized, executed and delivered by the Parties and constitutes a legal, valid and binding obligation upon each of them, enforceable in accordance with its terms. Each person placing his/her signature below represents and warrants that s/he is the signatory duly authorized to execute this Contract on behalf the Academy or GECS, as is respectively applicable.

Genesee Education Consultant Services, Inc.

Kensington Woods Schools

By: Jeffrey L. Morgan

By: C. P. H.

Its: CEO

Its: Board President

Dated: 6/29/2023

Dated: 6-29-2023

APPENDIX A - SERVICES

I. DESCRIPTION OF SITES

**Kensington Woods Schools
9501 Pettys Rd. Lakeland, MI 48143**

II. LIST OF SERVICES GECS will provide the following services to The Academy.

Education Program, through the School Leader
Employer of Record
Personnel File Maintenance
Recruiting
Job Postings
Client Access to Applicant Pool
Process and Maintenance of Pre-Employment Documents
Extend Offer of Employment
Enrollment of Employees
Attendance Monitoring
Payroll Services
Corrective Action/Progressive Discipline
Monitoring Affordable Care Act Status, Tracking and Reporting
Notice of Reasonable Assurance
Online Training Modules
Enrollment of Benefits
Workers Compensation Insurance
Provides 403(b) Vendor
Registry of Educational Personnel (REP) Data Provided to the Academy
Explanation of Fringe Benefits (EOFB) Maintenance
Issue Employee W2
Insures Employee Liability
Financial reporting services through the School Leader providing the Academy Board monthly financial statements that (at a minimum) include: a balance sheet, an object level detailed statement of revenues, expenditures and changes in fund balance that includes a comparison of budget-to-actual information and an explanation of variances.

III. FEE FOR PERFORMANCE OF SERVICES

The Academy will pay GECS an administrative fee(s) for each position for which GECS is providing services. Details of the administrative fee(s) are included in APPENDIX B.

APPENDIX B – SERVICE FEE & REIMBURSABLE EXPENSES

I. ADMINISTRATIVE FEE

The Academy will pay GECS the following administrative fees:

Service Fee

1. The general service fee of 15.00% is calculated on the gross pay of all employees dedicated to providing service the Academy pursuant to this Contract and will be included with each bi-weekly payroll submission.
2. The general bi-weekly service fee for hiring custodians/maintenance/security is 20.50%
3. The general biweekly service fee for hiring school bus drivers 23%. All training and testing of school bus drivers will be the responsibility of the Academy.

Genesee Education Consultant Services, Inc.

Kensington Woods Schools

By: Jeffrey L. Morgan

By: CP Pell

Its: CEO

Its: Board President

Dated: 6/29/2023

Dated: 6-29-2023

AMENDMENT NO. 4

to the
July 1, 2022 Contract to Charter
A Public School Academy and Related Documents

Issued To

KENSINGTON WOODS SCHOOLS
(A PUBLIC SCHOOL ACADEMY)

By

THE CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

CONTRACT AMENDMENT NO. 4

KENSINGTON WOODS SCHOOLS

In accordance with Article IX of the Terms and Conditions of the Contract (the "Contract"), dated July 1, 2022, issued by the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (the "University Board") to KENSINGTON WOODS SCHOOLS (the "Academy"), as amended, the parties agree to further amend the Contract as follows:

- 1.) Amend Schedule 7, Section c: Educational Programs, by replacing the materials contained therein with the materials attached as Tab 1.

This entire amendment is hereby approved by the University Board and the Academy Board through their authorized designees, and shall have an effective date of September 5, 2023.



Dated: 11/02/2023

By: Corey R. Northrop, Executive Director
The Governor John Engler Center for Charter Schools
Designee of the University Board



Dated: 10/25/2023

By: Conrad Phillips
Kensington Woods Schools
Designee of the Academy Board

Kensington Woods Schools
Contract Amendment No. 4

Tab 1

EDUCATIONAL PROGRAMS

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

Mission

The mission of Kensington Woods Schools (“Academy”) is to prepare each student for success through an engaging, challenging, and innovative educational program that is student-centered and promotes character and values.

Vision

The Academy offers a caring educational environment that is challenging and relevant where dramatic academic and personal advancement is accomplished through students who:

- engage in a challenging and relevant academic program that includes subject area integration and diverse arts experiences while focusing on 21st century skills and community learning experiences;
- create and reflect on educational and personal goals;
- collaborate with peers and staff to solve problems and demonstrate learning;
- acquire 21st century technology and workplace skills;
- engage in critical thinking and acknowledgement of the value of learning as a lifelong process.

To achieve the mission and vision, the Academy is committed to providing an environment where students can:

- develop intellectual and academic potential to the fullest degree and prepare for college and future challenges;
- relate education to relevant, real world experiences by exercising active citizenship and developing individual potential and social responsibility;
- discover responsibility for individual learning and personal lives as well as empathy for all people;
- become independent, confident thinkers who regard education as an enriching life-long ambition;
- develop strong character, affirming the worth and dignity of each individual;
- develop skills in creativity, collaboration and critical thinking;
- plan for college, career and life.

Values

The Academy’s core belief is based on the premise that by creating a learning environment that is rigorous, relevant and provides opportunities for students to develop relationships with caring adults, the result will be student success in high school and post-secondary options.

Staff will be committed to:

- measuring each student’s progress and providing feedback for improvement;
- viewing each student as a unique and valuable learner with individual goals and needs;
- advising, guiding and supporting students in the educational quest;

- requiring, coaching and modeling personal and social responsibility from students;
- providing rigorous and relevant academic subject matter and learning experiences.

Curriculum

The Academy delivers on these beliefs by integrating curriculum, using time to maximize learning, developing experiential units, offering diverse arts experiences and requiring student work that is of high quality, reflective and representative of 21st century skills, including creativity, collaboration and critical thinking. The Academy does this in a highly personalized, caring environment where students and families are valued and given genuine opportunities to influence learning and the Academy as a whole.

At the Academy, professional development and collaboration are highly regarded and used to develop and monitor the curriculum. Academy teachers have undergone a rigorous process of identifying priority standards and learning outcomes for each core course of the Michigan Merit Curriculum using the Michigan Academic Standards as a guide. The priority standards are used to develop full assessments to accurately measure student learning and to impact the planning for classroom instruction and activities. Coursework is centered on the mastery of these skills, whether in stand-alone courses or in integrated courses. The staff also identifies standards that lend themselves well to integration to create integrated courses or projects.

The Academy offers online options through Michigan Virtual School (“MiVS”) and Edgenuity®. Students are encouraged to extend learning through MiVS with Advanced Placement® (“AP”) courses or other electives that the school does not offer. Students who are in need of credit recovery may take Edgenuity courses during the school year or in summer school.

The curriculum at the Academy invests in subject-area integration. Subject-area integration is when more than one subject area or discipline are combined to teach a concept, skill or course. This allows students to see how ideas are connected in a real-world way and teaches content in context, allowing students to develop collaboration, problem solving, creativity and critical thinking skills. Subject-area integration also helps engage students while increasing knowledge retention.¹

In the high school, subject-area integration takes shape through integrated core and elective courses. For freshmen, English language arts (“ELA”) and social studies are completely integrated. The units use complex, real-world non-fiction texts as well as literature and poetry to explore topics simultaneously with the study of geography, history and people. Other integrated core classes include Chemistry/Art, English 11/Government, Biology/Health and English 12/Art. Integrated electives include Symposium and Makerspace. Integrated classes use thematic units based on essential questions that examine the intersection of the content areas and relate the content to the real world.

The middle school (6th-8th) core courses are taught in a multi-grade fashion and rotate over three years, reaching all course content expectations within those three years. Skills and tasks/assessments are differentiated and scaffolded throughout the three-year cycle, continuously

¹ Freeman, M., Mathison, S. “The Logic of Interdisciplinary Studies.” (1997) National Research Center on English Learning & Achievement.

building student skills throughout the three years. This rotation also allows for integrated and thematic units and projects that encompass the entire middle school. The integrated units provide students with opportunities to investigate issues of social justice, world affairs, rights, responsibilities and citizenship and current events. Middle school teachers plan collaborative projects based on unit themes, gathering the entire middle school together to introduce and/or culminate the thematic units and make connections between the subjects.

The Academy recognizes that some lessons or activities require less time than others but, more importantly, responds to this critical time in neurodevelopment. Research shows that during adolescence the brain is rapidly forming new connections but also has rapid decay in areas that are not stimulated.² The need to stimulate the brain by making content relevant and engaging is of prime importance. To support integrated inquiry-based instruction, time needs to be appropriately allocated for the benefit of the learners rather than the institution. The Academy staff works to provide for instructional flexibility in the schedule to allow opportunities for students to dive into integrated and real-world learning experiences throughout the school year.

All students are also enrolled in an Academic Center block, in which students learn skills to help them be better students. Study habits, time management, goal setting and other executive functioning skills are taught at a grade appropriate level. Students also have time to work on school work as well as get academic support. Time for focused reading, math support, peer tutoring and group work are also part of the class.

The Academy embraces the research that suggests a strong arts program not only enhances student engagement but also increases student achievement in core content areas.³ A strong arts program also encourages expression and problem-solving in unique ways while creating a community of learners with open minds that discuss work based on individual merits instead of personal judgment. The Academy has a strong arts program allowing students to take full-term visual art or music courses but also integrates art into all the core content areas, when possible, through symposiums, integrated courses, whole school projects, service learning and Project Term.

The Academy also launches regular Academy-wide service learning and whole school projects. In these projects, all grade levels investigate an issue and/or participate in service as well as construct presentations for community members and parents. The events unify the student body while meeting the goals of character and 21st century skill development.

The 21st century curriculum is focused less on content and more on what students do with the content. The focus is beyond just teaching for skill over content. Students make connections between disparate information, raise questions and make decisions based on inquiry and careful consideration. The ultimate goal is for students to present the learning in a way that is clear and concise. Thus, teaching for understanding is the primary goal. In today's information dense world, the profile of the successful 21st century student and worker is one who can find the relevant

² Giedd, J.N., M.D. "The teen brain: Primed to Learn, primed to take risks." (26 February, 2009) *The Dana Foundation*, retrieved from <https://www.dana.org/news/cerebrum/detail.aspx?id=19620>

³ Smith, F. "Why arts education is crucial and who is doing it best." (28 January 2009) *Edutopia*. Retrieved from <http://www.edutopia.org/arts-music-curriculum-child-development>

information, evaluate it, synthesize it and apply it to solve problems. In this model, the teacher serves more in the role of advisor or coach assisting students in evaluating the quality, importance or relevance of information and encourages students to develop expertise in defined areas of learning.

Academy Expectations

The Academy has committed to a set of Academy expectations that it disseminates among parents and students. The expectations, found on the Academy’s website and given to and discussed with parents and students at the start of each school year, articulate the Academy’s goals of learning and include:

Academic Thinking and Skills Goals

Key Cognitive Strategy	<i>Students will achieve by...</i>
Remaining Open to Continuous Learning	Developing an openness to explore and appreciate all subject matter explored in courses.
Analysis	Being able to separate and investigate the component parts of a subject in order to study and better understand the smaller parts relation in making up the whole.
Interpretation	Evaluating, synthesizing and communicating the issues, themes and conflicts presented in all courses.
Reasoning, Argumentation, Proof	Constructing focused, coherent, fully supported positions on a variety of topics and issues. Students will seek reasons and strive to be well informed.
Metacognition	Reflecting on the process of learning and thinking about the work is a key component of every course. Students are expected to think about the learning process and understand how it relates to the student as the learner.

Academic Behavior	<i>Students will achieve by...</i>
Study Skills	Developing and adhering to assignment deadlines.
Organization	Being able to organize a range of tasks appropriate to the assignments.
Work Habits	Being able to work independently, collaboratively and seek assistance if needed.
Academic Integrity	Acting honestly and ethically in the academic work.
Persisting	Taking advantage of opportunities to demonstrate mastery.
Managing impulsivity	Employing classroom behavior that promotes a supportive learning environment for all students.
Responsible Use of Technology	Using technology responsibly and for academic purposes.

Contextual Skill and Awareness	<i>Students will achieve by...</i>
Value of Education	Being aware of the importance of continuing post- secondary opportunities and because of this are expected to actively participate in the courses.
Respect of Others	Respecting the opinions of those whose opinions differ and to understand that people can maintain civility even when holding opposite opinions and beliefs.
Awareness of Support Systems	Being aware of support systems, including academic and career resources.

21st Century Skills

21st Century Skills	
Collaborate <i>What does collaborate look like?</i>	Students who collaborate respectfully work with others to effectively accomplish a goal or task. Students leverage their own strengths and strengths of others to accomplish a common goal. Students assume shared responsibility for collaborative work and value the individual contributions made by each team member. Students also respectfully and productively give and receive feedback .
Self-Awareness <i>What does self-awareness look like?</i>	Students with self-awareness are able to think critically about their own actions, thoughts, knowledge and limitations to better inform future behaviors. Students are internally motivated, responsible, self-directed and can manage their own time . Students understand that learning is a process and think critically about that process. Students are able to recognize opportunity and set and work towards goals . Students exhibit integrity and ethical behavior .
Communicate <i>What does communication look like?</i>	Students who communicate well are able to use verbal, written, digital, visual and other methods of communication to convey their ideas clearly and concisely . Students are active listeners , listening to decipher meaning and intentions. Students not only consider what they communicate but how others will perceive what they communicate. Students are able to display proper and purposeful social skills and interaction .
Persist <i>What does persistence look like?</i>	Students who persist have a drive that pushes one to get past setbacks and negativity. Students understand that failure is not the end , it is an opportunity to learn and is part of the learning process. Students have a mindset of lifelong learning .
Innovate <i>What does innovation look like?</i>	Students who innovate have an open mindset of questioning, wonder and discovery . Students are willing to take responsible risks to discover new and worthwhile ideas. Innovating is not always starting from scratch; it is often making new connections with existing ideas and things.
Think Critically <i>What does thinking critically</i>	Students who think critically exhibit problem solving skills. Students look for deeper connections between content areas, life experiences and different perspectives. Students integrate different disciplines and

look like?	perspectives in their work and thoughts. Students evaluate and reflect on experiences, processes and content critically.
Create What does creativity look like?	Students who create design solutions to problems with a purpose . Through the process of creating, students innovate, brainstorm , develop multiple possible solutions and choose the best solution(s) for the situation. Students also test their solutions and get feedback to develop the best answer to the problem.
Fun What does fun look like?	Students who have fun look at life with the mindset of discovery and play . Students use their imagination and sense of humor to be productive and engage themselves in situations. Students use fun to relate to the world and people in a way that is fun for everyone.
Think Big What does thinking big look like?	Students who think big see the big picture . Students gather the pieces of the puzzle and synthesize them when making decisions or opinions. Students are able to embrace different points of view and view situations from multiple perspectives . Students understand the implications of different decisions on different perspectives . Students also have a global awareness .
Empathize What does empathy look like?	Students who empathize immerse themselves in other’s experiences and perspectives to better understand the situation. Students look at the context of situations. Students engage themselves with others to build relationships and deepen understanding. Students understand the implications of different decisions on different perspectives. Students also respectfully and productively give and receive feedback .
Media & Technology Literacy What does media and technology literacy look like?	Students who have media and technology literacy understand the proper and purposeful use of technology and media and use it to effectively communicate ideas and access information . Students are open to innovation with media and technology but also look at it with a critical eye , understanding the positive and negative impacts media and technology can have on one’s life.

The academic expectations are interwoven and evident throughout the curriculum at the Academy, but especially in integrated core courses and integrated electives like Symposium. In Symposium, priority standards are pulled from the typical course schedule and integrated through natural connections and hands-on and/or community opportunities for students to conduct research, apply it and present it. Typically organized into science, technology, engineering and mathematics (“STEM”), humanities (English, social studies and art) or STEAM (science, technology, engineering, art and math), Symposium courses have students learning through inquiry. Students are presented with a problem or question and engage in activities in which students generate and test hypotheses, create analogies, research, perform field work or community service and collaborate to present solutions, answers and discoveries.

Senior Exhibition

During the senior year, students undertake a major project that provides an opportunity to showcase learning and preparation for the adult world. Senior Exhibition is an invention of the Coalition of Essential Schools and the Academy aspires to stay true to its aim of “...demonstrating

competence according to state, local, school and personal standards, [through] exhibitions [which] are unique, personalized work products representing each individual's growth, interest, capacities, response to challenge and effort."⁴

Senior Exhibition is embedded in the student's senior English course to support the research and writing components. Seniors explore an essential question of the project design and research the question, developing an in-depth research paper addressing the essential question. Students also design a service learning project that addresses the essential question and present the findings in a presentation to faculty, peers, family and the community. Additionally, the project exemplifies the Academy's learning expectations with a focus on community and collaboration. The exhibitions also provide a means for the staff, parents and students to evaluate the program. High quality senior exhibitions are reflective of an Academy delivering on the mission to prepare students for "...democratic participation, citizenship and lifelong learning."⁵

Project Term

Project Term is a dynamic and constantly changing round of intensive electives offered at the conclusion of the school year. In contrast to a school year winding down with lower expectations for students, the Academy seeks to maintain the rigor of the more traditional learning of the year in a way that meets students' needs both physically and mentally. All courses in Project Term involve at least one field trip; often students are gone for a few days at a time. Each course also integrates a community aspect in which students either bring in a member of the community to work with the student and/or students go out into the community through service work or field trips. Teachers develop the courses over the year based on student needs, interests and opportunities (e.g., community partnerships, grant funding, fundraising, parent volunteers and mentors).

During this time, students may engage in physical fitness, technology enrichment, a focused art exploration, historical investigations or environmental studies. Each course in Project Term has a performance assessment at the conclusion and these demonstrations of learning are presented on the Academy's final day in an open house celebration. As the aims of Project Term are often affective in nature, providing students with opportunities to increase confidence, invoke awe and wonderment, require perseverance and widen one's view of the surrounding world. The courses are pass-fail. The courses center more on participation and the completion of the culminating project rather than on the demonstration of content mastery. Courses are categorized into one or more categories: STEM, Humanities or Fitness/Health.

Advisory

All students have a daily advisory class, including a grade-level advisory that meets twice a week. The essential components of grade-level advisory include a small size, a multi-year relationship with students, a common point of contact for parents/guardians and most importantly relationships with the teacher-advisor and with advisory peers. Inspired by the success of Big Picture schools, the Academy imported the spirit of an advisory in which advisors guide students in the

⁴ Davidson, J. "Exhibitions: Demonstrations of mastery in essential schools." (February, 2007) *Horace*, retrieved from <http://www.essentialschools.org/resources/237>

⁵ Ibid.

development of “soft skills” such as time management, conflict resolution and persistence. Team building, self-reflection and monitoring progress toward academic and personal goals are common activities during grade level advisory. Class meetings are also a core component of grade-level advisory, allowing students to practice key skills in conflict resolution and build responsibility, cooperation and a safe learning environment.⁶

During other advisory times, personal attention is given to individual students or groups of students who need assistance in course work, study time or additional time in the art room or computer labs. One way this is done is through Math to Achieve (“M2A”) and Read to Achieve (“R2A”) Advisories, where students review, practice and build fundamental math and reading skills.⁷ Seniors also are given an opportunity to peer tutor younger students in math at this time. Advisory also provides time for students to work collaboratively on projects, to peer tutor and to meet with clubs and organizations.

Advisory time is also designated for SAT[®] preparation. During SAT preparation times, students analyze their PSAT[™] and practice test results and participate in targeted instruction to build foundational and advanced skills and close gaps in understanding assessed by the SAT. Additional time is set aside for SAT prep during the year, including time during regular classes and longer stretches of time specially designated during the school day allowing for practice tests and deeper investigations into test results.

The advisory time is crucial to the delivery of the program as it is central to the Academy’s belief that all students are not only capable of high achievement and are eager to achieve but need an environment that is both nurturing and challenging. Research indicates that “non-cognitive factors” are essential to consider when seeking to improve or maximize academic performance.⁸ Helping students develop academic behaviors and perseverance while teaching learning strategies and social skills is an important element in exceptional academic achievement. This type of work with students is complemented by lessons in mindset. Students are taught that intelligence is not an inherent characteristic but can be “grown.” Using Carol Dweck’s research,⁹ teachers use the advisory time to teach students about the power of mindset—a belief about one’s ability to learn and improve and the understanding that intelligence is not fixed or inherent but can be grown with effort and training.

Character Development

Character education is embedded into the fabric of the Academy, integrated with safety policies and based on the principles of American Democracy. It is grounded in internal control psychology which is the belief that behavior is guided by one’s personal actions and thoughts not by fate, luck or other external circumstances. The philosophy directly contrasts the traditional coercive behavior management used in schools that turn staff and students into adversaries. Teacher modeling, challenging academic curriculum, instructional processes and ongoing assessment of learning are

⁶ Erwin, J., *The Classroom of Choice*. (2004) Alexandria, VA: Association for Supervision and Curriculum Development.

⁷ US Department of Education, “Assisting Students Struggling with Mathematics: Response to Intervention (RtI) for Elementary and Middle Schools.” (June, 2009).

⁸ Farrington, C., Roderick, C., et al., *Teaching Adolescents to Become Learners*. (June 2012) The University of Chicago Consortium on Chicago School Research.

⁹ Dweck, C.S., Ph.D. *Mindset: The new psychology of success*. (2006) New York: Ballantine Books.

used to support high student achievement. Additionally, non-coercive management of the Academy/classroom environments and positive relationships with parents/guardians provides support for student character development.

Character education is also taught to students through the discussion and analysis of Habits of Mind,¹⁰ soft skills and other positive character traits. These character traits are embedded into the core curriculum as well as regular topics for grade-level advisory, modeled and recognized in day to day behaviors and used for inspiration of end of the year recognitions for students, along with more traditional awards like attendance and Honor Roll. For example, students are recognized for demonstrating traits like persistence, creating, imagining and innovating and optimism.

Academy Relationships

Coercive or external control environments destroy Academy culture and relationships between staff members and between students and teachers. External control is a short way to describe when hurtful habits (i.e. criticizing, blaming, complaining, nagging, threatening, punishing and rewarding to control) are used in the Academy. Using caring and connecting habits (i.e. caring, listening, supporting, contributing, encouraging, trusting and befriending) and focusing on the 5 Basic Needs¹¹ and strategies to teach based on students' needs¹² bring teachers, parents and students together.¹³ The importance of strong relationships is emphasized throughout all program components. In addition, an emphasis is placed on the motivation and development of the whole student in an educational environment that nurtures high expectations and academic success while supporting the development of character traits.

Instructional Approaches

For the program to be successful, teachers are expected to use instructional approaches that support the learning objectives. First and foremost is the backwards design approach, specifically the *Understanding by Design* ("UbD") method presented by Jay McTighe and Grant Wiggins (2001), which has teachers define desired learning outcomes first when planning a unit and then design the rest of the unit, including assessments around those learning outcomes. This unit design methodology is fundamental to implementation of the program as it requires students to answer an essential question. An essential question has no simple answer and signals the learner that inquiry is the key. Furthermore, the use of the essential question allows access for learners of all ability levels to access the curriculum. A well-framed essential question is "...likely to make students want to do two things: (1) actively pursue an inquiry and not be satisfied with glib, superficial answers and (2) willingly learn content along the way in the service of the inquiry."¹⁴ Essential questions transform the student's approach to content. Instead of the student trying to determine why content is relevant or why it matters, the content now serves the inquiry in pursuit of answering the essential question. Whether students are in an integrated course, Advisory, senior

¹⁰ Costa, A., Kallick, B., *Learning and Leading with Habits of Mind: 16 Essential Characteristics for Success*. (2009) Alexandria, VA: Association for Supervision and Curriculum Development.

¹¹ Glasser, W., *Choice Theory: A New Psychology of Personal Freedom* (1998). New York, NY: HarperCollins Publishers.

¹² Erwin, J., *The Classroom of Choice*. (2004) Alexandria, VA: Association for Supervision and Curriculum Development.

¹³ Glasser, W (2000). Every student can succeed. Chulavista, CA: Blackforest Press.

¹⁴ McTighe, J. and Wiggins, G. *Essential Questions: Opening doors to student understanding*. (2013) Alexandria, VA: Association for Supervision and Curriculum Development.

exhibition or a traditional class, units are all designed using essential questions.

Unit design at the Academy begins with identifying the learning outcome, derived from priority standards and connecting the outcomes to compelling essential questions. The next step is distinguishing a broad range of assessments for the length of the unit, aligned closely to the defined learning outcomes. To determine gaps, the teacher provides formative assessments (e.g., exit ticket or thumbs up/down strategies, journal entries and quizzes). Well-designed, thematic units also allow for student voice and choice in demonstrating mastery. The Academy uses a balance of summative assessments that include performance assessments, selected response, short answer assessments and extended written responses appropriate to the learning target and provide a reliable measure of student understanding.

The instructional side of the curriculum-assessment-instruction triangle is guided by the use of Robert Marzano's *The Art and Science of Teaching*.¹⁵ Teachers use the unit design questions to guide the development of learning activities to support student learning. Among the “non-negotiable” aspects based upon the recommendations from Marzano are having clear learning targets and a means for students to monitor progress.

Teachers at the Academy also acknowledge that students enter their classrooms at different levels of ability and experience with the content. Therefore, teachers practice differentiation to meet the needs of individual students.¹⁶ Teachers focus on differentiating content, processing of content and assessment through differentiating based on student interest, learning profile and readiness. Teachers utilize a wide variety of differentiation strategies including flexible grouping, anchor activities, learning centers and tiered activities with the goal of having all students master the priority standards and keeping all students engaged and challenged.

Mastery Learning Model

The Academy employs a mastery-learning model that allows students to develop skills and knowledge until they can demonstrate mastery of the content. For learning to happen best, teachers need to monitor where students are at during the learning process. Therefore, students are expected to complete all formative assessments in preparation of the required summative assessments. The Academy allows students to revise or retake summative assessments after feedback is provided from the teacher and when the student has demonstrated growth in understanding of the required content. Students are provided ample opportunities to get the support needed to demonstrate mastery, including tutoring from teachers and peers after school, during class time and in Advisory as well as resources provided so that students can work toward mastery at home. A significant portion of a student's grade is based on the summative assessments and therefore tightly aligned to their mastery of the learning outcomes, allowing for a clear picture of where students need to focus on to attain mastery and find success in the course.

Mastery learning not only prevents failure but it builds motivation and confidence. Students who struggle with difficult work but then are able to successfully complete it get the sense of

¹⁵ Marzano, R.J. *The art and science of teaching*. (2007) Alexandria, VA: Association for Supervision and Curriculum

¹⁶ Tomlinson, C.A. *How to Differentiate Instruction in Academically Diverse Classrooms*. (2017) Alexandria, VA: Association for Supervision and Curriculum

satisfaction and competence that is essential in developing adults who persist and are willing to tackle challenging problems. This approach is a strategy that achieves the goals of academic success and the development of non-cognitive factors essential to achievement—behaviors that result in success and a belief in oneself as capable and efficacious.¹⁷

Literacy

As literacy is the key to all success, the Academy has focused on building literacy in all content areas.¹⁸ ¹⁹ Throughout the curriculum, students engage with challenging texts through structured conversations with peers developing reading ability, specific strategies for approaching complex texts and content area understanding. Texts are read in a non-threatening and social environment using metacognitive and questioning strategies so that adolescents learn how to approach and use the kinds of texts that may be encountered in college and adulthood.

Technology

The integration of technology to enhance engagement and achievement is also at the forefront of instructional design and delivery. The Academy is invested in software and technology allowing students opportunities to investigate, study and gather information. Teachers and students alike experiment with the many options technology provides such as, “flipping” instruction, using social media and collaborative tools, Google Classroom, utilizing web 2.0 and Google tools and smart boards. The math department continues this emphasis with strong technology integration through up to date graphing calculators and further emphasis on smart board use. All students are issued a school Chromebook (or can use their own device) to allow for access to technology when needed.

The purposeful integration of technology into instruction is stressed and reviewed in teacher development. An opportunity where technology is going to increase access to the content/skill being taught is a focus of discussion around teaching and learning. The use of technology is not the end in mind; instead, consideration is given to whether its use is the best means to the end, the learning objectives. As technology plays such a large part in the daily lives of students, the Academy provides opportunities for students to apply it in ways not only to improve learning but to widen students understanding of what is possible in a global, inter-dependent and connected world.

Program Design

The pedagogy practiced at the Academy is well suited to meet the needs of all learners. As priority standards have been developed and through the UbD framework and practice of differentiation, gifted students have an opportunity to extend well beyond what is taught in class. Additionally, struggling students have appropriate support and guidance. Inquiry learning provides all students with access to the curriculum as well as a means for teachers to provide feedback.

¹⁷ Guskey, T. “The lessons of mastery learning.” (October 2010) *Educational Leadership*, 68, 2, pp. 52-57.

¹⁸ U.S. Department of Education. “The Enhanced Reading Opportunities Study Final Report The Impact of Supplemental Literacy Courses for Struggling Ninth-Grade Readers.” (July 2010)

¹⁹ U.S. Department of Education. “Improving Adolescent Literacy: Effective Classroom and Intervention Practices.” (August 2008)

Response to Intervention (“RtI”)

In addition to being compliant with all laws regarding students who need special education services, 504 plans or English Language Learner services, the Academy will also use RtI to identify struggling students and put in assistive plans that may include recommendations for social work, counseling or curriculum accommodations. A personal curriculum is also available to meet the needs of students who desire to extend learning in specific areas or who need to have course modifications in order to be successful and realize post-secondary goals.

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

Special Education

When making educational placement decisions for students with disabilities, the Academy will ensure that parents are contributing members of the IEP team, and together the team will make decisions that are subject to requirements regarding provision of the least-restrictive environment. When determining how services will be delivered to students with disabilities, the Academy will follow all Special Education Rules as issued by the Michigan Department of Education. If a child with a current IEP enrolls in the Academy, the Academy will implement the existing IEP to the extent possible, or will provide an interim IEP agreed upon by parents until a new IEP can be developed. IEPs will be developed, revised and implemented in accordance with the Individuals with Disabilities Education Improvement Act (“IDEIA”) and state law and regulations.

The Academy will fully comply with federal laws and regulations governing children with disabilities as follows:

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

Every general education student who does not show proficiency in reading will receive special assistance reasonably expected to enable the pupil to bring his or her reading skills to grade level within 12 months.

Assessment

The Academy utilizes a variety of assessment measures to monitor student progress. Sixth, seventh and eighth grade students take the NWEA®MAP® Growth™ online adaptive tests in reading and math each fall and spring as well as the state summative assessments. Students in grades nine and ten are administered a nationally normed assessment. Eleventh grade students are administered the state's assessment instrument or an assessment instrument developed under Section 1279 of the Revised School Code for a state endorsed high school diploma. In addition to the standardized test assessments, teachers create assessments to monitor progress toward goals and student mastery.

Student Achievement Gaps

The Academy, as part of the school improvement process, annually examines data to identify achievement gaps. Based upon the findings, the Academy provides additional support to assist students in improving performance. Additional supports include a small class design, grade level advisory, content area advisory, mastery learning philosophy, special courses like Study Skills and Math Lab, tutoring and summer school. The small class size provides for teachers to offer more individual instruction to struggling students. The grade level advisory allows for students to be connected with and supported by the same staff member for the three years of middle school and then for all four years of high school. Content area, M2A and R2A advisories provide extra support for struggling students in a particular content area. Advisory is also opportunity for staff to monitor a student's Educational Development Plan ("EDP"). The Academy utilizes the EDP to assist students in documenting and focusing on post-secondary goals. The mastery learning philosophy and corresponding policies allow students multiple opportunities to demonstrate mastery of the content in a supportive environment. Study Skills and Math Lab provide extra time and tutoring opportunities for students. The Academy also provides tutoring and a summer school program to assist students in reaching proficiency.

Teacher Assessment Training

Furthermore, teachers have been trained in understanding the difference between formative and summative assessment. Formative assessment is used daily to guide practice and teachers use summative assessment judiciously and fairly. Teachers are thoughtful and careful about reporting student learning as being genuinely reflective of learning and not based on behavior. To meet this goal, the staff regularly engages in development and training in grading and assessment using the work of Robert Marzano (2006) and Jan Chappuis and Rick Stiggins (2012).

Academy Environment

The Academy has designed a program that lessens the effects of transitions to middle school, high school and beyond. Due to the small size of the Academy, students entering the middle school program have significantly reduced stress surrounding the typical transition. The middle school student is accorded intellectual respect in a safe, social environment where an individual's social-emotional self may not yet be on a par with the dramatic learning possibilities of the brain. Furthermore, opportunities for middle school students to work alongside high school students in well-supervised, structured activities allows the developing adolescent to go through the identity formation process in a realistic and nurturing environment.

This same environment is equally important for the high school student. High school students who have the opportunities to mentor and work with middle school students are equally benefitted by

the experience. In the role of tutor or project partner, both parties develop interpersonal skills and a respect for others that are useful skills required in the global marketplace.

There are academic advantages to this approach as well. The high school students have an opportunity to “teach,” which is widely regarded as the most effective way of learning (finding multiple ways to explain is very high-level thinking and doing). The middle school students get exposure to the high school in something akin to an immersion experience. Students completely understand the expectations of high school by the end of middle school and can seamlessly transition to the high school without another set of worries about expectations, looking capable and making new friends. In this regard, the small Academy setting is invaluable.

Educational Development Plan (“EDP”)

At the center of the Academy’s advisory program is the EDP. All students regularly visit goals and aspirations for post-secondary life. At each grade level, activities are designed around goals and student developmental needs while widening students’ understanding and expectations of the surrounding world. Students regularly engage in career explorations, attend college and career fairs, research the requirements for careers of interest and develop an understanding of the rigors of college and work life.

These activities result in each student developing a post-secondary plan. The plan is regularly reviewed, edited and used in meetings with the student and parents. As each year unfolds, the student’s needs are considered in creating a course of study in preparation for the future.

High School

The Academy recommends a more rigorous course of study in high school to prepare students for success after high school graduation. Studies from the Department of Education show students who succeeded in challenging high school courses were more likely to go on to college and earn degrees. In addition, the studies found that the courses students took were a more accurate predictor of success than grades, test scores or class rank.

Research shows a strong link between the academic rigor of students’ high school course of study and post-secondary degree completion. For example, forty percent of students who took Algebra II in high school earned a bachelor’s degree, compared with twenty-three percent of those who stopped with geometry. It is the Academy’s mission to help all students succeed, not just students who want a bachelor’s degree. Today, those who plan to enter career pathway programs at two-year colleges and technical institutes are finding they have to complete rigorous requirements for entry into high-demand programs like nursing, dental hygiene, computer science, and engineering technologies.

Kensington Woods Schools Graduation Requirements:

Michigan Merit Curriculum: 18 credits

Additional Electives: 4 credits

Total Academic Credits: 22 credits

Subject	Credits
<i>All courses must meet the minimum requirements of the Michigan Merit Curriculum</i>	
English	4.0
Mathematics <i>(Mathematics must be taken during a student's Senior year.)</i>	4.0
Science	3.0
Social Studies	3.0
Health & Physical Education*	1.0
Visual, Music or Applied Arts	1.0
World Language**	2.0
Senior Year Advisory	Pass
Senior Exhibition	Pass
Online Learning Experience	Pass
CPR/AED Training Requirement	Met
Project Term	0.5 credit/year (9th-11th grade)
Required State Assessments (i.e. MME, SAT)	Completed
Additional Electives	to total 22 credits
College/Military Acceptance	Completed

*Additional credit in English, Math, Science or Foreign Language may be substituted for Physical Education credit. 3 seasons of KWHS JV or Varsity interscholastic athletics, 3 Fitness/Health designated Project Term courses or a combination of both may be substituted for the Physical Education requirement.

** Additional credit in Visual or Applied Arts may be substituted for the second credit of World Languages.

Dual Enrollment

Dual enrollment permits an eligible high school student to take a college class while still enrolled in high school. The college class may be taken for high school credit, college credit or both. The law that governs the dual enrollment program provides that a portion of the cost may be paid for by the Academy. It does not cover fees for books, transportation, parking costs or activity fees.

Eligible classes at college are generally in academic areas where the student has exhausted the high school curriculum or the class is not offered by the high school. The high school administrator must approve all dual enrollment courses before the student registers. The student must register through the college's admissions office.

Early Middle College Program

The Early College program, also known as Early Middle College ("EMC"), is a 5-year high school program that provides students with the opportunity to receive a high school diploma while working towards an advanced certificate, an associate degree or up to 60 transferable credits. The model provides qualified students a tuition-free option to begin college and career aspirations during high school.

Advantages of an EMC include the ability to earn college credits while in high school and experience a supported transition to college from high school, resulting in increases in the likelihood of a student enrolling in post-secondary education after high school, increasing college persistence rates and increasing degree (both 2- and 4-year) completion rates.²⁰ In addition, students have the opportunity to test out a potential major or career and reduce the cost of college and student loan debt. EMC programs support first-generation college students as well as economically disadvantaged and underrepresented students.

Qualities of a successful EMC program

- *Power of Site* - An Academy Early College student will have two educational homes (i.e., the Academy and the postsecondary partner) by the time they graduate from the program. Students will have ample experience on the college campus as independent college students while receiving ample education on college and career readiness skills and support of the Academy faculty and staff.
- *Coordinated Student Support* - The Academy coordinates student support with the post-secondary partner to individualize a student's experience and provide a wide range of academic, social-emotional and wraparound support for each student. Students will have multiple mentor meetings with Early College staff per semester to check progress, identify challenges and support students.
- *Academic programming with career and college readiness curriculum embedded* - Students will do a deep dive into career and college readiness skills, character development and soft skills as part of an annual Early College seminar. The EMC seminar is in addition to the work students do with developing college and career readiness, character and soft skills in their other high school classes and during Grade Level Advisory.
- *A culture of continuous improvement and data-driven decision-making* - The Academy regularly evaluates a variety of sources of data to drive programmatic and culture-based improvements.

²⁰Song, M., & Zeiser, K. (2019). *Early college, continued success: Longer-term impact of early college high schools*. <https://www.air.org/sites/default/files/Early-College-Continued-Success-Longer-Term-Impact-of-ECHS-September-2019.pdf>

- *Robust, active partnerships between secondary and postsecondary* - The Academy works closely with the postsecondary partner to design the program that best fits the needs of individual students and support students through that program.
- *Organizational leadership support that provides resources for staff professional development and appropriate staff time dedicated to supporting EMC students and families* - The Academy embeds staff professional development as part of the school calendar, which includes professional development for all staff (not just Early College staff) in career and college readiness skills. In addition, the Academy has a variety of staff focused on the Early College program.
- *Access and equity for all students* - Every student at the Academy is eligible to apply to the program. Students may apply in spring of their freshman year, fall or spring of their sophomore year or fall of their junior year. Students are accepted as sophomores and juniors. If a student is not accepted into the program for their sophomore year, they can be coached and work on improving weak areas of their application and reapply for their junior year. Younger students who would like to join the program can work with Early College staff to stay on track for applying for their sophomore or junior year.

Program Pathways

Students can choose from one of three program pathways: College Preparation, Career/Tech and Arts. The three pathways were chosen based on the strengths and areas of need for Academy students. Each Pathway contains multiple programs to choose from and a variety of outcomes, all meeting the requirements for successful completion of the program.

Successful completion of the program

When students are admitted to the program, they will be expected to stay in the program until the end of their 5th year and successfully complete the expectations of the program.

Successful completion of the Early College Program is determined by meeting one of the following benchmarks at the end of the fifth year:

- Associate degree
- 60 or more transferable college credits
- Advanced/Professional Certificate
- MEMCA Technical Certificate
 - Minimum of 15 college credits and one of the following:
 - 100 hours of verified community service
 - 40 hours of verified career exploration, job shadowing or clinical experience
 - Or a combination of the two that equals 70+ hours

In addition, all Early College students must:

- Participate in a math experience or course in their 5th year
- Participate in the Early College Seminar course while enrolled in the Early College
- Meet all Michigan Merit Curriculum high school graduation requirements
- Meet the Academy high school graduation requirements

Academy Data

The Academy collects significant data to monitor the effectiveness of the program. In addition to scores on standardized tests that are reviewed with all faculty in “data digs,” prompting teachers and staff to consider the skills students need to succeed on such tests, as well as content, the Academy also collects perception data, enrollment and retention data, discipline data and attendance data.

This data are compiled for use among the staff to reflect on and consider what changes need to be made to deliver on the Academy’s mission. Surveys, end-of-course evaluations, contacts with families who have left the Academy and enrollment data are all used in the meetings where solutions to evident problems are agreed upon and implemented.

Additionally, the Academy has adopted a teacher mentoring and evaluation system to consider value-added measures. Teachers set goals, establish measures for student achievement and reflect and report on the progress toward the goals. Through this process, the administration can see broad patterns emerge that may indicate a need for change through professional development but also may identify a struggling individual needing strategies and coaching.

The school improvement team meets monthly to discuss the data and the benchmarks to propose specific solutions to be shared with staff.

Finally, the Academy leadership team keeps a close eye on the “Seven Correlates of Effective Schools,”²¹ based on the research of Larry Lezotte, as a means of evaluating the Academy’s metrics of high expectations, instructional leadership, home-school relationships, time on task, data, clear and focused mission and the frequent monitoring of student progress.

²¹ Lezotte, L., & Snyder, K. (2011). *What Effective Schools Do*. Solution Tree Press.

AMENDMENT NO. 5

to the
July 1, 2022 Contract to Charter
A Public School Academy and Related Documents

Issued To

KENSINGTON WOODS SCHOOLS
(A PUBLIC SCHOOL ACADEMY)

By

THE CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

CONTRACT AMENDMENT NO. 5

KENSINGTON WOODS SCHOOLS

In accordance with Article IX of the Terms and Conditions of the Contract (the "Contract"), dated July 1, 2022, issued by the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (the "University Board") to KENSINGTON WOODS SCHOOLS (the "Academy"), as amended, the parties agree to further amend the Contract as follows:

- 1.) Amend Article XII, Section 12.9. Term of Contract, of the Terms and Conditions of Contract, by replacing the language contained therein with the following:

"Term of Contract. This Contract is for a fixed term and shall terminate at the end of the Contract term without any further action of either the University Board or the Academy. This Contract shall commence on the date first set forth above and shall remain in full force and effect until June 30, 2025, unless sooner revoked, terminated, or suspended pursuant to Article X of these Terms and Conditions. Pursuant to University Board policy, the standards by which the Academy may be considered for the issuance of a new contract will be guided by the following core questions:

Is the Academy's academic program successful?

Is the Academy's organization viable?

Is the Academy demonstrating good faith in following the terms of its charter and applicable law?

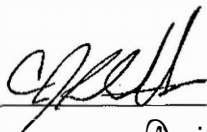
The Center shall establish the process and timeline for the issuance of a new contract. The standards for the issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board as the most important factor of whether to issue or not issue a new contract. Consistent with the Code, the University Board in its sole discretion may elect to issue or not issue a new contract to the Academy."

This entire amendment is hereby approved by the University Board and the Academy Board through their authorized designees, and shall have an effective date of July 1, 2024.



Dated: 03/20/2024

By: Corey R. Northrop, Executive Director
The Governor John Engler Center for Charter Schools
Designee of the University Board



Dated: 3/19/2024

By: Conrad Phillips
Kensington Woods Schools
Designee of the Academy Board