



CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS

ISSUED TO

INKSTER PREPARATORY ACADEMY
(A PUBLIC SCHOOL ACADEMY)

BY THE

CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

JULY 1, 2021

TABLE OF CONTENTS

<u>Contract Documents</u>	<u>Tab</u>
Resolutions Establishing the Method of Selection, Length of Term, and Number of Members of Board of Directors	A
Terms and Conditions of Contract.....	B
Contract Schedules.....	C
Schedule 1: Restated Articles of Incorporation	1
Schedule 2: Amended Bylaws	2
Schedule 3: Fiscal Agent Agreement.....	3
Schedule 4: Oversight, Compliance and Reporting Agreement	4
Schedule 5: Description of Staff Responsibilities	5
Schedule 6: Physical Plant Description	6
Schedule 7: Required Information for a Public School Academy	7
• Section a: Governance Structure	a
• Section b: Educational Goal and Related Measures	b
• Section c: Educational Programs.....	c
• Section d: Curriculum	d
• Section e: Methods of Pupil Assessment	e
• Section f: Application and Enrollment of Students	f
• Section g: School Calendar and School Day Schedule	g
• Section h: Age or Grade Range of Pupils	h
Schedule 8: Information Available to the Public and The Center	8

REAUTHORIZING RESOLUTION

REAUTHORIZATION OF PUBLIC SCHOOL ACADEMY

Inkster Preparatory Academy

Recitals:

1. At its February 18, 2016, meeting this board authorized the issuance of a contract to charter as a public school academy to Inkster Preparatory Academy, formerly known as Wallace Public School Academy. On May 25, 2016, the contract was effective.
2. The contract of this academy expires June 30, 2021.
3. The Governor John Engler Center for Charter Schools has completed its evaluation and assessment of the operation and performance of Inkster Preparatory Academy.
4. The university president or designee has recommended the reissuance of a contract to charter as a public school academy to Inkster Preparatory Academy. 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 Inkster Preparatory Academy 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 Inkster Preparatory Academy 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 Inkster Preparatory Academy is able to comply with all terms and conditions of the contract.

CMU BDT APPROVED

Date: 2/11/2021

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: [Handwritten Signature]

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 Hanagan

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, 2021

ISSUED BY

CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

**CONFIRMING THE STATUS OF
INKSTER PREPARATORY ACADEMY**

AS A

PUBLIC SCHOOL ACADEMY

ARTICLE I DEFINITIONS.....	1
Section 1.1. Certain Definitions.....	1
Section 1.2. Captions	3
Section 1.3. Gender and Number.....	4
Section 1.4. Statutory Definitions.....	4
Section 1.5. Schedules	4
Section 1.6. Application	4
Section 1.7. Conflicting Contract Provisions.....	4
ARTICLE II RELATIONSHIP BETWEEN THE ACADEMY AND THE UNIVERSITY BOARD.....	4
Section 2.1. Constitutional Status of Central Michigan University	4
Section 2.2. Independent Status of the Academy	4
Section 2.3. Financial Obligations of the Academy Are Separate From the State of Michigan, University Board and the University.....	4
Section 2.4. Academy Has No Power To Obligate or Bind the State of Michigan, the University Board or the University	5
Section 2.5. New Public School Academies Located Within the Boundaries of a Community District	5
ARTICLE III ROLE OF THE UNIVERSITY BOARD AS AUTHORIZING BODY	5
Section 3.1. University Board Resolutions.....	5
Section 3.2. University Board as Fiscal Agent for the Academy.....	5
Section 3.3. Oversight Responsibilities of the University Board.....	5
Section 3.4. University Board Administrative Fee	6
Section 3.5. University Board Approval of Condemnation	6
Section 3.6. Authorization to Employ or Contract	6
Section 3.7. Teacher Certification	6
Section 3.8. Administrator and Teacher Evaluation Systems.....	6
Section 3.9. Reimbursement of University Board Services.....	6
ARTICLE IV REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY	7
Section 4.1. Limitation on Actions in Performance of Governmental Functions.	7
Section 4.2. Other Permitted Activities.	7
Section 4.3. Academy Board Members Serve In Their Individual Capacity	7
Section 4.4. Incompatible Public Offices and Conflicts of Interest Statutes	7
Section 4.5. Prohibition of Identified Family Relationships.....	8
Section 4.6. Oath of Public Office.....	8
Section 4.7. Academy Counsel.....	8
ARTICLE V CORPORATE STRUCTURE OF THE ACADEMY.....	9
Section 5.1. Nonprofit Corporation	9
Section 5.2. Articles of Incorporation.....	9

Section 5.3. Bylaws	9
ARTICLE VI OPERATING REQUIREMENTS	9
Section 6.1. Governance Structure	9
Section 6.2. Educational Goal and Related Measures	9
Section 6.3. Educational Programs	9
Section 6.4. Curriculum.....	9
Section 6.5. Methods of Pupil Assessment.....	9
Section 6.6. Application and Enrollment of Students.....	9
Section 6.7. School Calendar and School Day Schedule.....	10
Section 6.8. Age or Grade Range of Pupils	10
Section 6.9. Collective Bargaining Agreements	10
Section 6.10. Accounting Standards	10
Section 6.11. Annual Financial Statement Audit.....	10
Section 6.12. Address and Description of Physical Plant.....	10
Section 6.13. Contributions and Fund Raising	10
Section 6.14. Disqualified Organizational or Contractual Affiliations.....	10
Section 6.15. Method for Monitoring Academy's Compliance with Applicable Law and its Targeted Educational Outcomes.....	10
Section 6.16. Matriculation Agreements	11
Section 6.17. Postings of Accreditation Status	11
ARTICLE VII TUITION PROHIBITED	11
Section 7.1. Tuition Prohibited; Fees and Expenses.....	11
ARTICLE VIII COMPLIANCE WITH APPLICABLE LAWS	11
Section 8.1. Compliance with Applicable Law	11
ARTICLE IX AMENDMENT	11
Section 9.1. Amendments	11
Section 9.2. Process for Amendment Initiated by the Academy.....	11
Section 9.3. Process for Amendment Initiated by the University Board	11
Section 9.4. Final Approval of Amendments.....	12
Section 9.5. Change in Existing Law.....	12
Section 9.6. Emergency Action on Behalf of University Board.....	12
ARTICLE X CONTRACT REVOCATION, TERMINATION, AND SUSPENSION	12
Section 10.1. Statutory Grounds for Revocation	12
Section 10.2. Other Grounds for Revocation.....	12
Section 10.3. Automatic Amendment Of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination.....	13
Section 10.4. Grounds and Procedures for Academy Termination of Contract.....	14
Section 10.5. Grounds and Procedures for University Termination of Contract	14

Section 10.6. University Board Procedures for Revoking Contract	14
Section 10.7. Contract Suspension	17
Section 10.8. Conservator; Appointment By University President.....	17
Section 10.9. Academy Dissolution Account	18
ARTICLE XI PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES.....	19
Section 11.1. The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan	19
Section 11.2. Insurance.....	20
Section 11.3. Legal Liabilities and Covenant Against Suit	20
Section 11.4. Lease or Deed for Proposed Site.....	21
Section 11.5. Certificate(s) of Use and Occupancy	21
Section 11.6. New Building Construction or Renovations	21
Section 11.7. Criminal Background and History Checks; Disclosure of Unprofessional Conduct	21
Section 11.8. Special Education	21
Section 11.9. Information Available to the Public and the Center.....	21
Section 11.10. Deposit of Public Funds by the Academy.....	22
Section 11.11. Nonessential Elective Course	22
ARTICLE XII GENERAL TERMS.....	22
Section 12.1. Notices	22
Section 12.2. Severability	22
Section 12.3. Successors and Assigns	22
Section 12.4. Entire Contract.....	23
Section 12.5. Assignment	23
Section 12.6. Non-Waiver	23
Section 12.7. Governing Law	23
Section 12.8. Counterparts.....	23
Section 12.9. Term of Contract.....	23
Section 12.10. Indemnification of University.....	23
Section 12.11. Construction.....	24
Section 12.12. Force Majeure.....	24
Section 12.13. No Third Party Rights.....	24
Section 12.14. Non-agency.....	24
Section 12.15. University Board or the Center’s General Policies on Public School Academies Shall Apply	24
Section 12.16. Survival of Provisions.....	24
Section 12.17. Termination of Responsibilities	24
Section 12.18. Disposition of Academy Assets Upon Termination or Revocation of Contract	24
Section 12.19. Student Privacy	24

Section 12.20. Disclosure of Information to Parents and Legal Guardians, subject to Section 12.2225

Section 12.21. List of Uses for Student Directory Information; Opt Out Form; Notice to Student’s Parent or Legal Guardian26

Section 12.22. Confidential Address Restrictions26

Section 12.23. Partnership Agreement26

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 Inkster Preparatory Academy;

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 Inkster Preparatory Academy's 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 Inkster Preparatory Academy 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 February 11, 2021, 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 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, 2021, Issued by the Central Michigan University Board of Trustees Confirming the Status of Inkster Preparatory Academy 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 Inkster Preparatory Academy 27355 Woodsfield St. Inkster, MI 48141

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 five (5) academic years and shall terminate on June 30, 2026, 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.

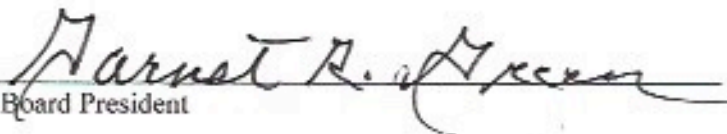
CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

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.

INKSTER PREPARATORY ACADEMY

By:  _____
Board President

Date: May 26, 2021

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: 05/24/2021

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.

INKSTER PREPARATORY ACADEMY

By: _____
Board President

Date: _____

CONTRACT SCHEDULES

Schedules

Restated Articles of Incorporation1
Amended Bylaws2
Fiscal Agent Agreement3
Oversight, Compliance and Reporting Agreement.....4
Description of Staff Responsibilities5
Physical Plant Description6
Required Information for a Public School Academy.....7
Information Available to the Public and The Center8

CONTRACT SCHEDULE 1

RESTATED ARTICLES OF INCORPORATION

511

03

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU		
Date Received DEC 05 2017	Adjusted to Agree ¹⁰⁴ with Bureau Records	
This document is effective on the date filed, unless a subsequent effective date within 90-days after received date is stated in the document.		
Name Garnett Green Address 3222 Tera Court City State Zip Wixom MI 48393		TranInfo:1 22505722-1 12/04/17 Chk#: 158 Amt: \$10.00 IO: 718750 EFFECTIVE DATE:

801 999 634

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

OF

INKSTER PREPARATORY ACADEMY

**FILED
DEC 15 2017
ADMINISTRATOR
CORPORATIONS DIVISION**

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

The present name of the corporation is: Inkster Preparatory Academy.

The corporation identification number ("CID") assigned by the Bureau is: 801 999 634

The corporation has used no other names.

The date of filing the original Articles of Incorporation was: March 11, 2016.

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

ARTICLE I

The name of the corporation is: Inkster Preparatory Academy.

GP

The authorizing body for the corporation is: Central Michigan University Board of Trustees.

ARTICLE II

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

1. The corporation is organized for the purpose of operating as a public school academy in the State of Michigan pursuant to 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 organized on a non-stock basis.

Description:

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

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

The corporation is organized on a directorship basis.

ARTICLE IV

The name of the resident agent at the registered office is Garnett Green.

The address of its registered office in Michigan is: 3222 Tera Court, Wixom, MI 48393.

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

ARTICLE V

The corporation is a governmental entity.

ARTICLE VI

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

ARTICLE VII

Before execution of a Contract to charter a public school academy between the corporation and 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

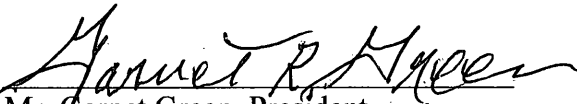
The definitions set forth in the Terms and Conditions incorporated as part of the Contract shall have the same meaning in these Restated Articles of Incorporation.

ADOPTION OF ARTICLES

These Restated Articles of Incorporation were duly adopted on the 25 day of October, 2017, in accordance with the provisions of Section 641 of the Act. These Restated Articles of Incorporation restate, integrate and do further amend the provisions of the Articles of Incorporation and were duly adopted by the directors. The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

Signed this 25 day of October, 2017.

By:


Mr. Garnet Green, President

CONTRACT SCHEDULE 2

AMENDED BYLAWS

TABLE OF CONTENTS
INKSTER PREPARATORY ACADEMY
AMENDED BYLAWS

ARTICLE I – Name 1

ARTICLE II – Form of Academy 1

ARTICLE III – Offices 1

 1. Principal Office 1

 2. Registered Office 1

ARTICLE IV – Board of Directors..... 1

 1. General Powers 1

 2. Method of Selection and Appointment 1

 3. Length of Term 2

 4. Number of Director Positions 2

 5. Qualifications of Academy Board Members 2

 6. Oath of Public Office 2

 7. Tenure 3

 8. Removal and Suspension 3

 9. Resignation 3

 10. Board Vacancies 3

 11. Compensation 3

ARTICLE V – Meetings 3

 1. Annual and Regular Meetings 3

 2. Special Meetings 3

 3. Notice; Waiver 3

 4. Quorum 4

 5. Manner of Acting 4

 6. Open Meetings Act 4

 7. Presumption of Assent 4

ARTICLE VI - Committees 4

 1. Committees 4

ARTICLE VII – Officers of the Board 5

 1. Number 5

 2. Election and Term of Office 5

 3. Removal 5

4. Vacancies	5
5. President.....	5
6. Vice-President.....	5
7. Secretary	5
8. Treasurer	5
9. Assistants and Acting Officers.....	6
10. Salaries.....	6
11. Filling More Than One Office	6
ARTICLE VIII – Contracts, Loans, Checks and Deposits; Special Corporate Acts	6
1. Contracts.....	6
2. Loans.....	6
3. Checks, Drafts, etc.	6
4. Deposits	6
5. Voting of Gifted, Bequested or Transferred Securities Owned by this Corporation	7
6. Contracts Between Corporation and Related Persons.....	7
ARTICLE IX - Indemnification.....	8
ARTICLE X – Fiscal Year	9
ARTICLE XI – Amendments	9
ARTICLE XII – Terms and Conditions Definitions.....	9
CERTIFICATION	9

AMENDED BYLAWS
OF
INKSTER PREPARATORY ACADEMY

ARTICLE I
NAME

This organization shall be called Inkster Preparatory Academy (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 26th day of June, 2021.



Academy Board Secretary

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 Inkster Preparatory Academy ("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.

This space left intentionally blank.

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 Inkster Preparatory Academy.

BY: Deborah M. Roberts
Deborah M. Roberts, Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: January 25, 2021

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 Inkster Preparatory Academy ("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
Amendment to Educational Service Provider Agreement	5-3
Educational Service Provider Agreement	5-9

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 ACCEL Schools Michigan, LLC, 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 SERVICES AGREEMENT**BETWEEN****ACCEL SCHOOLS MICHIGAN LLC AND INKSTER PREPARATORY ACADEMY**

THIS AMENDMENT TO SERVICES AGREEMENT (the "Amendment") between Accel Schools Michigan LLC ("ACCEL") and Inkster Preparatory Academy (the "School") dated 4/28/2021, 2021, is made by ACCEL and the School.

WITNESSETH:

WHEREAS, ACCEL and Inkster entered into a Services Agreement with Term of August 18, 2016 through June 30, 2021 (the "Agreement");

WHEREAS, Inkster was issued a Charter Contract by the Authorizer; and

WHEREAS, the Parties desire to extend the term of the Agreement for a period of five (5) additional years and Authorizer is requiring the Parties to include additional terms and conditions, referred to as Educational Service Provider (ESP) Agreement Provisions (the "CMU ESP Provisions"), to the Agreement.

NOW, THEREFORE, for good and valuable consideration including the mutual promises and benefits contained in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the Agreement shall be amended as described herein.

1. The first two sentences of Article II, Section A (Term) of the Agreement shall be revised to state as follows: This Agreement shall commence on the Effective Date, and unless terminated as set forth herein, shall continue until termination or expiration of the Charter currently in effect expiring June 30, 2026. The timeperiod from the Effective Date through June 30, 2026 shall be referred to herein as the "Term."

2. The last sentence of Article II, Section B, Paragraph 2 of the Agreement shall be revised to state as follows: Provided written notice is delivered to ACCEL no later than July 1st of any year of this Agreement, the School shall have the right to terminate this Agreement effective as of July 1st the following school year in the event that ACCEL's performance does not meet the mutually agreed upon evaluation criteria. If ACCEL's performance improves during the subsequent school year, than this notice may be rescinded.

3. Article II, Section B (Termination) shall be revised to include Section 5 that states as follows: Commencing with the 2021-2022 school year, if the NWEA growth score for the School falls in the bottom quartile, ACCEL shall provide a quarterly report to the Board detailing the total number and percentage of teachers at the School that are properly certified pursuant to MCL 380.1531 et seq. If at any time the NWEA growth score for the School falls in the bottom quartile and less than seventy-five percent (75%) of the teachers at the School are certified, than ACCEL shall have ninety (90) days to cure the same or otherwise come to an agreement with the Board with regards to a plan to cure. In the event that ACCEL is unable to cure, the School shall have the right to terminate this Agreement with ninety (90) days' notice.

4. The first sentence of Article VII, Section D (Financial Arrangements) of the Agreement shall be revised to state as follows: Notwithstanding any other provision of this Agreement to the contrary, each school year during the Term, ACCEL shall allocate to an account controlled by the Board an amount equal to the greater of: (i) 2% of the state per pupil aid reflected in the Budget for that respective school year; or (ii) \$40,000 (the "Board Spending Account").

5. The first sentence of Article VIII, Section C (Teachers) of the Agreement shall be revised to state as follows: The first sentence of Article VIII, Section C (Teachers) of the Agreement shall be revised to state as follows: If the NWEA score for the School falls in the bottom quartile, ACCEL shall, consistent with this Article and MCL 380.1531 et seq., assign to perform Services at the School, teachers who are properly certified and qualified to teach their assigned subjects and grade level.

6. Article XII (Miscellaneous) of the Agreement shall be revised to include Section I. that states as follows: The Board shall have the right to evaluate the performance of ACCEL each school year to provide ACCEL with an understanding of the Board's view of its performance under this Agreement. The Board and ACCEL's CEO agree to meet in good faith and create a mutually agreed upon evaluation system that is aligned with the School's academic, operational, and fiscal goals.

7. Notwithstanding anything in the Agreement to the contrary, the CMU ESP Provisions attached hereto as Exhibit A shall apply to the Agreement and override any conflicting provision in the Agreement.

8. All other terms and conditions of the Agreement not specifically amended or modified herein shall remain in full force and effect. All capitalized terms contained herein shall have the meanings attributed to them in the Agreement unless specifically otherwise defined herein or in Exhibit A.

IN WITNESS WHEREOF, the Parties have executed this Amendment by and through their duly authorized officers as of the date first written above.

For and on behalf of
INKSTER PREPARATORY ACADEMY

By: *Garnet R. Green*

Print Name: Garnet R. Green

Title: Board President

Inkster Preparatory Academy

By and on behalf of
ACCEL SCHOOLS MICHIGAN LLC

DocuSigned by:
Maria A Szalay
9EF1A542ADC245D...

Print Name: Maria Szalay

Title: COO

**Exhibit A to
Amendment to Services Agreement
between Accel Schools Michigan LLC and Inkster Preparatory Academy**

CMU ESP Provisions

1. No provision of the Agreement shall interfere with the Board's constitutional duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the School. No provision of the Agreement shall prohibit the 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.
2. No provision of the Agreement shall restrict the School from waiving its governmental immunity or require the School to assert, waive or not waive its governmental immunity.
3. No provision of the Agreement shall alter the Board treasurer's legal obligation to direct that the deposit of all funds received by the School be placed in the School's depository account as required by law. The signatories on the School accounts shall solely be Board members or properly designated Board employee(s). Interest income earned on School accounts shall accrue to the School.
4. ACCEL shall provide the 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.
5. The Board shall reimburse ACCEL for approved fees or expenses upon properly presented documentation and approval by the Board at its next regularly scheduled board meeting.
6. Any services to be provided by ACCEL that are included in the Fee but are performed by a subcontractor shall not be charged to, reimbursed by, or passed through as an additional cost to the School. No corporate costs of ACCEL shall be charged to, or reimbursed by, the School.
7. The financial, educational and student records pertaining to the School are School property, and such records are subject to the provisions of the Michigan Freedom of Information Act. All School records shall be physically or electronically available, upon request, at the School's physical facilities. Except as permitted under the Charter Agreement and applicable law, the Agreement shall not restrict the Authorizer's or the public's access to the School's records.
8. All finance and other records of ACCEL related to the School will be made available to the School, the School's independent auditor and The Governor John Engler Center for Charter Schools (the "Center") upon request.
9. ACCEL shall not select and retain an independent auditor for the School.
10. If ACCEL purchases equipment, materials and supplies on behalf of or as the agent of the School, such equipment, materials and supplies shall be and remain the property of the School. ACCEL 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 School were making these purchases directly from a third party supplier or vendor.
11. If ACCEL procures equipment, materials and supplies at the request of or on behalf of the School, ACCEL shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.

12. The School owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the School; or (ii) were developed by ACCEL at the direction of the Board with School funds. Curriculum or educational materials previously developed or copyrighted by ACCEL, and curriculum or educational materials that are developed by ACCEL from funds from the School paid to ACCEL as part of the Fee, are ACCEL's proprietary material. The School's license to such ACCEL's proprietary material is set forth in Article V of this Agreement. ACCEL understands that its educational materials and teaching techniques used by the School are subject to disclosure under the Revised School Code and the Freedom of Information Act provided, however, that ACCEL may exclude its proprietary material and trade secrets from such disclosure.
13. ACCEL 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 School or working on School operations irrespective of whether ACCEL receives an advancement of its costs or the payment of services from the School.
14. ACCEL is committed to appropriately protecting all information relating to the schools it manages and their students. In the event of a data breach, ACCEL's incident response team will start investigating the nature and extent of the incident as soon as it is discovered or reported and take timely actions to mitigate damage to affected individuals and entities. To the extent appropriate to the incident, ACCEL will conduct containment and control activities to stop additional information from being exposed or disclosed, or to reduce number of persons to whom information may reach. ACCEL will take actions to understand what happened, reduce potential for damages, correct what happened, prevent future recurrence, notify affected parties, and fulfill requirements of law. When appropriate and necessary, ACCEL will communicate and cooperate with government agencies, law enforcement officials and others.
15. The School designates the employees of ACCEL as agents of the School 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").
16. a. 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, ACCEL 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 School's application, the University Board's consideration of or issuance of a charter contract, ACCEL's preparation for or operation of the School, or which are incurred as a result of the reliance by the University upon information supplied by ACCEL, or which arise out of ACCEL's failure to comply with the Charter Contract or applicable law. The Parties expressly acknowledge and agree that the University may commence legal action against ACCEL to enforce its rights as set forth in this section of the Agreement.
- b. Revocation or Termination of Charter Contract. If the School's Charter Contract issued by the Authorizer is revoked, terminated or a new charter contract is not issued to the School after expiration of the School's Charter Contract, this Agreement shall automatically terminate on the same date as the Charter Contract is revoked, terminated or expires without further action of the Parties.
- c. Compliance with Charter Contract. ACCEL agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the School's obligations under the Charter Contract issued by the Authorizer.

The provisions of the Charter Contract shall supersede any competing or conflicting provisions contained in this Agreement.

- d. Any action or inaction by ACCEL that is not cured within 60 days of notice thereof which causes the Charter Contract to be revoked, terminated, suspended or which causes the Charter Contract to be put in jeopardy of revocation, termination or suspension by Authorizer is a material breach.
- e. On an annual basis, ACCEL shall provide the Board all of the same information that a school district is required to disclose under section 18(2) of the State School Aid 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 School shall make this information publicly available on its website, in a form and manner prescribed by the Michigan Department of Education.
- f. In the event that the School is required (i) to close a School 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 Charter Contract, and such closure of a School site or reconstitution causes an amendment to or termination of this Agreement, the Parties agree that this Agreement shall be amended or terminated to implement the School site closure or reconstitution, with no cost or penalty to the School, and ACCEL shall have no recourse against the School or the Authorizer for implementing such site closure or reconstitution.
- g. Except as permitted under the Code, ACCEL shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of a School student's education records. If ACCEL receives information that is part of a School student's education records, ACCEL 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.
17. ACCEL shall maintain such policies of insurance as required by the Charter Contract and the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C."). In the event Authorizer or M.U.S.I.C. requests any change in coverage by ACCEL, ACCEL 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. ACCEL's insurance is separate from and in addition to the insurance the Board is required to obtain under the Charter Contract.
18. Marketing and development costs paid by or charged to the School shall be limited to those costs specific to the School program and shall not include any costs for the marketing and development of ACCEL.
19. The maximum term of this Agreement shall not exceed the length of the Charter Contract.
20. If the Parties attend mediation or arbitration, the Parties shall require the mediator or arbitrator to issue a cause opinion (written explanation) as to the final decision. The Center shall be notified of said decision and, upon the Center's request, the cause opinion shall be made available.
21. This Agreement shall not be assignable without prior notification to the Center. Any assignable party shall be considered an Education Service Provider, as defined by the CMU ESP Policies effective July 15, 1999 and amended on June 1, 2018 or thereafter. As such, any assignable party shall follow the requirements set forth in the CMU ESP Policies.
22. ACCEL shall not execute contracts with its staff assigned to the School (including by way of example and not limitation, administrators, teachers, counselors and the like) that contain non-compete agreements of any nature.

23. Termination of this Agreement mid-year is strongly discouraged. The Board and ACCEL shall make all efforts necessary to remedy a breach of this Agreement in-order to continue school operations until completion of the then-current school fiscal year. If a breach cannot be remedied, the Board and ACCEL agree to work cooperatively to transition management and operations of the School without disrupting the School's operations. ACCEL shall perform this transition in a similar manner as described under Provision #24 based upon completion of the then-current school period.
24. Upon termination or expiration of this Agreement, or if this Agreement is terminated due to a Charter Contract revocation, reconstitution, termination or non-renewal, ACCEL shall, 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 Education Service Provider, 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 Education Service Provider 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 ACCEL to the School; (iv) organize and prepare the School's records, both electronic and hard-copy, for transition to the new Education Service Provider, self-management or dissolution; and (v) provide for the orderly transition to the new Education Service Provider, self-management or dissolution of all School-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 School asset.
25. If the School intends to enter into a lease, execute promissory notes or other negotiable instruments or enter into a lease-purchase agreement or other financing relationships with ACCEL, then such agreements must be separately documented and shall not be a part of or incorporated into this Agreement.
26. If this Agreement is amended, the submission requirements outlined in Section A of the CMU ESP Provisions apply. Amendments will be added to the School's Charter Agreement through the Charter Contract amendment process identified in the Charter Contract's Terms and Conditions. Any amendment to this Agreement must be evidenced in writing, signed by an authorized officer of each party and must be done in a manner consistent with the Authorizer's ESP Policies.
27. Pursuant to the Uniform Budget and Accounting Act, MCL 141.422b, the Academy Board is responsible for designating the Chief Administrative Officer 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 Chief Administrative Officer of the Academy. If the Academy does not employ a superintendent or a person having general administrative control, then the Academy Board shall designate an Academy Board member as the Chief Administrative Officer of the Academy. No ESP or ESP owner, officer, director or employee shall be designated as the Chief Administrative Officer of the Academy, but an ESP employee may assist the Chief Administrative Officer in carrying out their responsibilities.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("*Agreement*") by and between Accel Schools Michigan LLC, a Delaware limited liability company ("*ACCEL*"), and Inkster Preparatory Academy (the "*School*") is effective the 8 day of Aug, 2016 (the "*Effective Date*"). For purposes of this Agreement, ACCEL and the School shall be referred to collectively as the "*Parties*."

RECITALS

WHEREAS, the School was issued a Charter Contract by the Central Michigan University Board of Trustees (the "*Authorizer*") to operate a public school academy pursuant to the Michigan Revised School Code (the "*Authorizing Law*"); and

WHEREAS, the Parties desire to work together to promote educational excellence and innovation based on ACCEL's school design, comprehensive educational program and management principles; and

WHEREAS, the Parties desire to set forth the terms and conditions of such a relationship in this Agreement.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and benefits contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

CONTRACTING RELATIONSHIP

A. Services. Subject to the terms and conditions of this Agreement, and as permitted by applicable law, the School hereby contracts with ACCEL for the provision of certain educational, business administration, facility, and management services, including without limitation, all labor, equipment, and materials necessary for the provision of the same, as set forth herein (collectively, the "*Services*").

B. Charter. This Agreement shall: (i) be subject to and comply with the terms and conditions of the Charter Contract and the School's Charter Application (collectively, the "*Charter*"); and (ii) not be construed to interfere with the constitutional, statutory, or fiduciary duties of the School's Board of Directors (the "*Board*"). ACCEL agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the School's obligations under the Charter issued by the Authorizer. The provisions of the School's Charter shall supersede any competing or conflicting provisions contained in this Agreement.

C. Independent Contractor. ACCEL shall provide the Services as an independent contractor, and not as an employee, partner, agent, or associate of the School. This independent contractor relationship shall extend to the officers, directors, employees, and representatives of ACCEL. Consistent with the status of an independent contractor, ACCEL reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this Agreement consistent with Board policy, applicable law and the Charter. The relationship between

the Parties is based solely on the terms and conditions of this Agreement, and the terms and conditions of any other written agreement between the Parties.

D. Designations and Appointments.

1. The Board shall by Board resolution appoint the Board Treasurer, or such other officer as determined by the Board, to serve as the chief administrative officer of the School (the “*CAO*”) under the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.* (the “*Budgeting and Accounting Act*”). Notwithstanding any other provision of the Agreement to the contrary, the Board resolution shall designate ACCEL’s chief financial officer, or such other ACCEL officer or employee as is mutually agreed upon by ACCEL and the School, as the designated agent of the CAO to assist the CAO with the performance of the CAO’s duties under the Budgeting and Accounting Act.

2. ACCEL, including its directors, officers, and employees are hereby designated as “School Officials” for purposes of the Family Educational Right and Privacy Act, and its implementing regulations, 20 U.S.C. §1232g *et seq.* (FERPA); 34 CFR § 99.31(a)(1)(i)(B).

3. ACCEL, its directors, officers, and employees may be designated by the School for other purposes by a written resolution of the Board.

ARTICLE II

TERM & TERMINATION

A. Term. This Agreement shall commence on the Effective Date, and unless terminated as set forth herein, shall continue until termination or expiration of the Charter currently in effect expiring June 30, 2021. The time period from the Effective Date through June 30, 2021 shall be referred to herein as the “*Term*.” In the event the Authorizer and/or the Charter changes, this Agreement shall automatically survive and be performed in accordance with the new Charter, these terms and conditions and applicable law, unless this Agreement is otherwise terminated in accordance with Subsection (B) below. The first school year of this Agreement shall commence August 1, 2016 to June 30, 2017, and each school year thereafter shall commence on July 1 and end on June 30 of the following year.

B. Termination.

1. **By ACCEL.** ACCEL may terminate this Agreement prior to the end of the Term if the Board fails to remedy a material breach of this Agreement within ninety (90) days after receiving notice from ACCEL of such breach. For purposes of this Subsection, a material breach (which for the sake of clarity is a default hereunder) includes, but is not limited to: (i) ACCEL’s failure to timely receive any compensation or reimbursement required by this Agreement; or (ii) a suspension, revocation, or non-renewal of the Charter. ACCEL may also terminate this Agreement effective as of the end of the then current school year upon written notice to the School in the event that the School adopts or amends a policy, and the effect of such amendment or policy would reasonably be determined to ACCEL to increase materially the financial risk to ACCEL arising from its performance of its obligations hereunder, thus rendering ACCEL schools’ performance economically unviable, or places the School at academic risk.

ACCEL may also terminate this Agreement effective as of the end of the then current school year upon written notice to the School in the event that the School undergoes adverse change that makes the School financially unviable. ACCEL may also terminate this Agreement if any ACCEL facility that is instrumental to the implementation of the Educational Program (as defined below) or the day-to-day operations of the School is inaccessible so that, in ACCEL's reasonable discretion, providing maintenance or continuing of School operations would be unfeasible, uneconomical or impractical, provided that notice of termination is delivered by ACCEL to the School promptly (within sixty (60) days) after the occurrence of the event(s) giving rise to such right of termination. ACCEL may also terminate this Agreement if any adverse and material change in local, state or federal funding for the School's students; provided that any notice of termination delivered to the School based upon an adverse and material change in funding shall be effective when the funding change goes into effect or such later date as designated by ACCEL.

2. By the School. The School may terminate this Agreement prior to the end of the Term if ACCEL fails to remedy a material breach of this Agreement within ninety (90) days after receiving notice from the School of such breach. For purposes of this Subsection, a material breach includes, but is not limited to: (i) ACCEL's failure to account for expenditures or pay operating costs pursuant to the Budget (as defined below); (ii) ACCEL's failure to follow policies, procedures, rules, regulations or curriculum adopted by the Board, provided they do not violate the Charter, applicable law, or this Agreement; (iii) a determination that this Agreement or its implementation would serve as grounds for suspension, revocation, or non-renewal of the Charter; (iv) a determination that this Agreement or its implementation would jeopardize material tax exemptions of the School or its non-profit status; or (v) any action or inaction by ACCEL which causes the Charter to be revoked, terminated, suspended or which causes the Charter to be put in jeopardy of termination, suspension or revocation by the Authorizer. Provided that written notice is delivered to ACCEL no later than January 1, 2019, the School shall have the right to terminate this Agreement effective as of July 1, 2020 in the event that it is dissatisfied with ACCEL's performance hereunder.

3. Revocation or Termination of Charter. If the School's Charter issued by the Authorizer is revoked, terminated or a new Charter is not issued to the School after expiration of the School's Charter, this Agreement shall automatically terminate on the same date as the School's Charter is revoked, terminated or expires without further action of the parties.

4. If this Agreement is terminated prior to the end of the Term other than as provided for in Article II(B)(3) of this Agreement, and unless otherwise agreed by the Parties, such termination will not become effective until the end of the then-current school year.

D. Effect of Termination. Upon the effective date of termination or expiration of this Agreement:

1. ACCEL shall have the right to remove from the School any equipment or other assets owned or leased by ACCEL upon proof of ownership;

2. The School shall pay or reimburse ACCEL through the Fee (as defined below) for any expenses or liabilities incurred by ACCEL pursuant to the Budget and any approved

changes to the Budget as of the date of such termination or expiration (including any termination penalties associated with commitments entered into on behalf of the School), provided ACCEL supplies the School with documentation of all such expenses and liabilities;

3. ACCEL may agree, in its sole discretion, to assist the School for a reasonable amount of time, not to exceed ninety (90) days, and for a reasonable fee mutually agreed upon, with the School's transition to another administrative, managerial, or services arrangement;

4. ACCEL shall, if applicable, for a reasonable fee mutually agreed upon, reasonably assist the School in the execution of a closure and dissolution plan and cooperate in the closure and dissolution process, including without limitation, in any audits and court or other proceedings related thereto; and

5. The party to whom Confidential Information (as defined below) has been disclosed shall, upon request and at the direction of the disclosing party: (i) return such Confidential Information within thirty (30) days, including any copies thereof, and cease its use; or (ii) destroy such Confidential Information and certify such destruction to the disclosing party, except for a single copy thereof which may be retained for the sole purpose of determining the scope of any obligations incurred under this Agreement, and except where disclosure or retention is required by applicable law.

ARTICLE III

OBLIGATIONS OF ACCEL

A. Manager at Risk. ACCEL shall be responsible and accountable to the Board for providing the Services. During the Term, ACCEL shall provide the Services regardless of whether actual revenue meets the level projected in the Budget, and ACCEL hereby assumes the risk of funding shortfalls during the Term. Notwithstanding the foregoing, ACCEL shall not be required to expend funds on Services in excess of the amount set forth in the Budget.

B. Comprehensive Educational Program. The School has determined to adopt ACCEL's proprietary educational and academic programs and goals, as set forth in the Charter (the "*Educational Program*"). Subject to the oversight of the Board, ACCEL shall implement and administer the Educational Program. In the event that ACCEL reasonably determines that it is necessary or advisable to make material changes to the Educational Program, ACCEL shall inform the Board of the proposed changes and obtain the Board's approval before making such changes, as well as the Authorizer's approval if required by the Charter or applicable law. The Parties acknowledge and agree that an essential principle of the Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency. Not less than annually or as reasonably requested by the Board, ACCEL shall provide the Board with a report detailing progress made on each of the educational goals set forth in the Educational Program. The school year calendar and the school day schedule shall be approved by the Board as required under the Charter.

C. Educational and Administrative Services. Subject to the oversight of the Board, ACCEL shall implement operational practices and procedures that are consistent with Board policy, the Charter and applicable law. Such practices and procedures shall include, but are not limited to:

1. Student recruitment and student admissions.
2. Student assessments, including testing, promotion, and retention.
3. The acquisition of instructional materials, equipment and supplies, and the administration of any and all extra-curricular and co-curricular activities and programs included in the Budget.
4. Employment of personnel working at the School and management of all personnel functions, as set forth herein.
5. All aspects of the School's business administration.
6. All aspects of the School's accounting operation, including general ledger management, financial reporting, payroll, employee benefits and payroll tax compliance as well as the preparation of a budget.
7. All aspects of food services.
8. All aspects of facilities administration and maintenance.
9. Student behavior management and discipline.

E. Location of Services. Other than instruction, and unless prohibited by the Charter or applicable law, ACCEL may provide the Services, including but not limited to, purchasing, professional development and administrative services, off-site.

G. Subcontracts. ACCEL reserves the right to subcontract any and all aspects of the Services. ACCEL shall not subcontract the oversight of the Educational Program, except as specifically permitted in this Agreement or with prior written approval of the Board. Notwithstanding the foregoing, the Board specifically acknowledges and agrees that from time to time ACCEL may use third parties or independent contractors to assist in the creation and development of Educational Materials (as defined below) that may be used as a part of the Educational Program.

H. Pupil Performance Standards and Evaluation. ACCEL shall implement pupil performance evaluations that permit evaluation of the academic progress of each School student. ACCEL shall utilize assessment strategies required by the Charter and applicable law. The Board and ACCEL shall cooperate in good faith to identify academic goals and methods to assess such academic performance. ACCEL shall provide the Board with timely reports regarding student performance.

I. Unusual Events. ACCEL shall timely notify the Board and the Administrator (as defined below) of any anticipated or known material: (i) health or safety issues, including all

mandatory reporting required by applicable law; (ii) labor, employee or funding issues; or (iii) other issues that may reasonably and adversely impact the School's ability to comply with the Charter, applicable law or this Agreement.

J. School Records. The financial, student and educational records pertaining to the School (collectively, the "*School Records*"), are property of the School. Except as may be prohibited or limited by the Charter or applicable law, the School Records shall be available to the Board and the Authorizer for their review, and are subject to inspection and copying to the same extent that records of public schools are subject to inspection and copying pursuant to applicable law. All School Records shall be physically or electronically available at the School's physical facility upon request. All School Records shall be kept in accordance with applicable state and federal requirements. ACCEL agrees to comply with the terms of the Charter and applicable law to make information concerning the operation and management of the School available to the School in order to enable the School to fully satisfy its obligations under its Charter and applicable law. On an annual basis, ACCEL agrees to provide the Board the same information that a school district is required to disclose under section 18(2) and 22f of the State School Aid Act of 1979, MCL 388.1618 and MCL 388.1622f respectively, 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 School's website homepage, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c and 553c of the Code, MCL 380.503c and MCL 380.553c, as applicable, shall have the same meaning in this Agreement. Additionally:

1. ACCEL agrees that it shall observe Board policies and applicable law regarding the confidentiality of Covered Data and Information. Covered Data and Information ("*CDI*") includes paper and electronic student education record information and includes, without limitation, "education records" as defined under FERPA, 34 CFR § 99.1. CDI also includes any new records created and maintained by ACCEL under this Agreement using CDI.

2. ACCEL shall not use or disclose CDI received from or on behalf of the School except as permitted or required by this Agreement and/or applicable law.

3. Upon termination or other conclusion of this Agreement, ACCEL shall return all CDI to the School.

4. ACCEL shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all CDI received from, or on behalf of, the School or its students. These measures will be extended by contract to include subcontractors used by the ACCEL.

5. ACCEL, within two (2) business days of discovery, shall report to the Board any use or disclosure of CDI not authorized by this Agreement. ACCEL's report shall 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 ACCEL has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action ACCEL has taken or shall take to prevent future similar unauthorized use or disclosure. ACCEL shall provide such other information, including a written report, as reasonably requested by the Board.

K. Legal Compliance. ACCEL will implement and enforce rules, regulations and procedures applicable to the School that are consistent with adopted Board policy, if any, and the Educational Program in accordance with the Charter and applicable law, including without limitation, rules, regulations, and policies regarding non-discrimination, discipline, special education, confidentiality and access to records. ACCEL shall provide the Board on a timely basis all information concerning the operation and management of the School that is required by MCL 380.503(6)(m) or 380.553(5)(1), either as may be applicable.

L. Rules and Procedures. ACCEL will recommend to the Board reasonable rules, regulations, policies and/or procedures applicable to the School. The Board hereby authorizes and directs ACCEL to enforce such rules, regulations and procedures consistent with Board policy.

M. Assistance to the Board. ACCEL shall cooperate with the Board and, to the extent consistent with applicable law, timely furnish the Board with all documents and information necessary for the Board to properly perform its responsibilities under this Agreement.

ARTICLE IV

OBLIGATIONS OF THE BOARD

A. Board Policies. The Board shall be responsible for the fiscal and academic policies of the School. The Board shall exercise good faith in considering the recommendations of ACCEL, including but not limited to, ACCEL's recommendations regarding policies, rules, regulations and the Budget (as defined below).

B. Academy Budget. The Board is responsible for, approving and amending the Budget in accordance with the Uniform Budgeting and Accounting Act.

C. Governance Oversight. The Board shall provide governance level oversight of the School in accordance with the Charter and applicable law. The Board shall cooperate with ACCEL and, to the extent consistent with applicable law, timely furnish ACCEL all documents and information necessary for ACCEL to properly perform its responsibilities under this Agreement.

D. Unusual Events. The Board shall timely notify ACCEL of any anticipated or known material: (i) health or safety issues; (ii) labor, employee or funding issues; or (iii) other issues that may reasonably and adversely impact ACCEL's ability to comply with the Charter, applicable law, or this Agreement.

E. Office Space. The Board shall provide ACCEL with suitable office space at the School, provided the requested space is: (i) available and can be provided without materially prejudicing the Educational Program; and (ii) used only for activities related to the School. The space shall be provided at no cost to ACCEL.

F. Retained Authority. The Board shall retain the authority to adopt reasonable policies in accordance with applicable law relative to anything necessary for the proper establishment, maintenance, management, and operation of the School.

ARTICLE V

INTELLECTUAL PROPERTY

A. Definitions.

1. “*Educational Materials*” means all curriculum, print and electronic textbooks, instructional materials, lesson plans, teacher guides, workbooks, tests, and other curriculum-related materials licensed, developed or otherwise owned by the School or ACCEL.

2. “*Confidential Information*” means any confidential and non-public trade, technical or business knowledge, information and materials regarding the School or ACCEL (or their respective affiliates), which is given by one party to the other, or any of their respective representatives, in any form, whether printed, written, oral, visual, electronic or in any other media or manner. Confidential Information includes, but is not limited to, research, operations and procedures, financial projections, pricing, sales, expansion plans and strategies, services data, trade secrets and other intellectual property, or the results of any mediation or private adjudication, as well as information with respect to each party’s or its affiliates’ plans for market expansion, except for information which a party can show by contemporaneous written records was developed or formulated independently of work or services performed for, or in connection with performance of, this Agreement. Notwithstanding the foregoing, the disclosure of the other party’s Confidential Information as required to be disclosed by law, rule or regulation or by reason of subpoena, court order or government action shall not constitute a breach of this Agreement; however, in such event the party required to disclose such information will reasonably cooperate with the party whose information is required to be disclosed in order to obtain a protective order applicable to such disclosure. All Confidential Information will remain the sole property of the party disclosing such information or data.

B. School Materials. The School shall own all right, title and interest in and to Educational Materials that are: (i) licensed or owned by the School as of the Effective Date; or (ii) licensed, developed, characterized, conceived, derived, generated, identified, or otherwise made by the School during the Term, provided such materials do not reference the ACCEL Materials (as defined below), or incorporate any Confidential Information of ACCEL (collectively, the “**School Materials**”). The School Materials shall include all intellectual property rights associated therewith. The School owns all proprietary rights to curriculum and educational materials that (i) are both directly developed and paid for by the School; or (ii) were developed by ACCEL at the direction of the School Board with School funds.

C. ACCEL Materials. ACCEL shall own all right, title and interest in and to Educational Materials that are: (i) licensed or owned by ACCEL as of the Effective Date; (ii) licensed, developed, characterized, conceived, derived, generated, identified, or otherwise made by ACCEL during the Term, provided such materials do not reference School Materials or incorporate any Confidential Information of the School; and (iii) any and all Educational Materials and non-curriculum materials provided to the School by ACCEL relating to the Educational Program, including all changes and derivatives thereof (collectively, the “**ACCEL Materials**”). The Parties acknowledge that ACCEL’s educational materials and teaching techniques used by the School are subject to disclosure under the Authorizing Law and the Freedom of Information Act.

D. Derivative Works. The Parties acknowledge that to the extent any Educational Materials created by the School are derivative of the ACCEL Materials, use of such derivative materials during the Term is subject to the license granted herein, and the license to use such derivative materials shall cease as of the date of expiration or termination of this Agreement.

E. No Transfer or Sale. The School acknowledges and agrees that ACCEL is not transferring or selling, and the School is not receiving, purchasing or acquiring, any intellectual property or proprietary rights in or to the ACCEL Materials.

F. Licenses. ACCEL hereby grants the School a non-exclusive, non-transferable license (without the right to sublicense) to use the ACCEL Materials, and any Educational Materials created by the School which are derivative of the ACCEL Materials, solely in furtherance of the Educational Program during the Term, including without limitation, the right to reproduce, publicly display, distribute and create derivative works of the same, in hard copy format or electronically, within the United States. The School represents and warrants that during the Term, and following the expiration or termination of this Agreement, the School will not exploit or assist any third party to exploit any of the ACCEL Materials for commercial purposes. Subject to applicable law, the School grants ACCEL a non-exclusive, non-transferable license (without the right to sublicense) to use the School Materials, solely in furtherance of the Educational Program during the Term, including without limitation, the right to reproduce, publicly display, distribute and create derivative works of the same, in hard copy format or electronically, within the United States.

G. ACCEL Marks. During the Term, ACCEL grants the School a non-exclusive, revocable, non-transferable license (without the right to sublicense) to use ACCEL's trade name(s) and ACCEL's trademark(s) (the "*ACCEL Marks*") solely for the purposes of promoting and advertising the School. ACCEL shall have the opportunity to review and approve all artwork, copy or other materials utilizing the ACCEL Marks prior to any production or distribution thereof. All uses of the ACCEL Marks require ACCEL's prior written permission. The School shall acquire no rights in or to the ACCEL Marks, and all goodwill associated with the ACCEL Marks shall inure to the benefit of and remain with ACCEL. Upon expiration or termination of this Agreement, the School shall immediately discontinue use of the ACCEL Marks and shall remove the ACCEL Marks from its locations, vehicles, websites, telephone directory listings and all other written or electronic promotional materials.

H. Assignment. Each party shall, and hereby does assign to the other, with full title guarantee and without additional compensation, such right, title and interest in and to any intellectual property as is necessary to fully affect the ownership provisions set out herein, and any accrued rights of action in respect thereof. Each party shall, if so requested by the other, execute all such documents and do all such other acts and things as may be reasonably required to comply with this Agreement to vest in the appropriate party all rights in the relevant intellectual property and shall procure execution by any named inventor of all such documents as may reasonably be required by the other party in connection with any related patent application.

ARTICLE VI

SOLICITATION AND USE OF PRIVATE FUNDS

ACCEL shall seek the Board's approval prior to soliciting any non-governmental grants, donations or contributions on behalf of the School. Any such funds received shall be used solely in accordance with the purpose for which they were solicited, applicable donor restrictions, or as otherwise approved by the Board. Subject to applicable donor restrictions, the Board shall determine the allocation of any such funds subject to this Article that remain unexpended following completion of the project or purpose for which they were originally designated.

ARTICLE VII

FINANCIAL ARRANGEMENTS

A. Revenues. Except as provided herein, all monies received by the School shall be deposited in the School's depository account within three (3) business days with a financial institution acceptable to the Board; provided, however, that upon receipt of a notice from ACCEL, the School shall pay all such funds owing under this Agreement directly to the account or party specified in such notice. The signatories on the School Board's accounts shall solely be Board members or properly designated Board employees (if any). Interest income earned on the School's accounts shall accrue to the School. Except as specifically excluded by this Agreement, the term "**Revenues**" shall include all funds received by or on behalf of the School, including but not limited to:

1. Funding for public school students enrolled at the School.
2. Special education funding provided by the federal and/or state government that is directly allocable to special education students enrolled at the School.
3. Gifted and talented funding provided by the federal and/or state government that is directly allocable to gifted and talented students enrolled at the School.
4. At-risk funding provided by the federal and/or state government that is directly allocable to at-risk students enrolled at the School.
5. Funding provided by the federal and/or state government that is directly allocable to students enrolled at the School with limited English proficiency.
6. All other federal and/or state grant sources, including, but not limited to, Title I and any start-up funding allocable to the School.
7. Grants and donations received by the School to support or carry out programs at the School (except to the extent ACCEL is not required or involved in soliciting, administering or managing the contribution and/or donation, in which case such funds shall be deposited in the Board Spending Account (as defined below)).
8. Fees charged to students as permitted by law for extra services provided by ACCEL as approved by the Board.

The expenditure of any Revenues received from governmental entities shall be consistent with all applicable regulations and policies. The expenditure of any Revenues received from non-governmental grants, contributions and donations shall be made consistent with the provisions of Article VI.

B. Budget. ACCEL shall provide the Board with an annual proposed Budget prepared and maintained in accordance with the Charter, the Uniform Budgeting and Accounting Act, and applicable law (the "**Budget**"). The Budget shall include all of the School's projected revenues and expenses at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. For the School's first school year, the Budget shall be submitted prior to the beginning of the school year. Thereafter, the Budget shall be submitted to the Board prior to June 30 for the next school year.

C. Review and Approval of Budget. The Board shall be responsible for reviewing and approving the Budget in accordance with the Charter and applicable law. At the direction of either ACCEL or the Board, with the approval of the Board, the Budget shall be amended from time to time as necessary.

D. Board Spending Account. Notwithstanding any other provision of this Agreement to the contrary, each school year during the Term, ACCEL shall allocate to an account controlled by the Board an amount equal to the lesser of: (i) 2% of state per pupil aid reflected in the Budget for that respective school year, or (ii) \$40,000 (the "**Board Spending Account**"). The aforesaid amount shall be deposited by ACCEL into the Board Spending Account pro-rata during the course of the School's school year as Revenues are received. All funds in the Board Spending Account are the property of the School and may be used by the School at the discretion of the Board. Notwithstanding the foregoing, all costs associated with the Board's directors' and officers' insurance, legal fees for the representation of the Board and general corporate matters, audit, tax, and consulting fees for the School and other expenses approved by the Board shall be the obligation of the Board and shall be paid for out of funds in the Board Spending Account. Funds in the Board Spending Account that are not spent by the Board during the school year shall carryover annually to the account of the School to use for products and services at its discretion. Items purchased by ACCEL for the School and paid for by the School with funds from the Board Spending Account, such as non-proprietary instructional and/or curriculum materials, books, supplies and equipment, shall be the property of the School. The property of the School excludes items leased, financed or purchased by ACCEL with the Fee (as defined below). ACCEL agrees not to add any fees or charges to the cost of equipment, materials or supplies purchased by ACCEL on behalf of the School. ACCEL, in making such purchases for the School pursuant to this subsection, shall comply with applicable law including, but not limited to, Sections 1267 and 1274 of the Authorizing Law, as if the School were making such purchases itself from a third party, and shall provide the Board, upon request, available documentation evidencing the costs associated with such purchases. ACCEL shall maintain a listing of all assets owned by the School and shall provide the list to the Board annually upon request.

E. Fee. ACCEL shall receive all Revenues as its services fee (the "**Fee**"), from which it shall pay all operating costs of the School as detailed in the Budget. ACCEL and the Board acknowledge that operating costs may include an administrative fee payable to the Authorizer as set forth in the Charter. Payment of the Fee shall be made on the same frequency that the School receives its Revenues. ACCEL shall be entitled to retain as compensation for the Services the

difference, if any, between the Fee and the amount actually expended by ACCEL in operation and/or management of the School during the School's fiscal year. No corporate costs of ACCEL (independent of the operation of the School) shall be charged to, or reimbursed by, the School or included in the Budget. Marketing and development costs paid by, or charged to the School shall be limited to those costs specific to the School program, and shall not include any costs for the marketing and development of ACCEL.

F. No Loans. ACCEL shall not make or extend loans to the Board.

G. Other Schools. The School acknowledges that ACCEL has entered into similar services agreements with other schools. ACCEL shall maintain separate accounts for expenses incurred in the operation of the School and other schools assisted by ACCEL, and shall reflect in the School's financial records only those expenses incurred in the operation of the School. If ACCEL incurs expenses that are for both the benefit of the School and other schools assisted by ACCEL, then ACCEL shall allocate, to the extent permitted by law, such expenses among all such affected schools, including the School, on a prorated basis based upon the number of enrolled students, the number of classrooms, or the number of teachers at the affected schools, or on such other equitable basis as is reasonably determined by ACCEL. Costs shall be allocated to, or reimbursed by, the School and reported by ACCEL in accordance with applicable law.

H. Financial Reporting. ACCEL shall provide the Board with:

1. At least annually, the Budget as required by this Agreement.
2. Monthly, financial statements no more than forty-five (45) days in arrears and prior to each Board meeting. These financial statements will include a Balance Sheet, Statement of Revenues, Expenditures and Changes in Fund Balance at object level detail with a comparison of budget to actual revenue and expenditures and explanations of variances and cash flow statement.
3. Quarterly, or as reasonably requested by the Board, a report on School operations and student performance.
4. As reasonably requested, other information to enable the Board to: (i) evaluate the quality of the Services; and (ii) timely provide all reports and information that are required by the Charter and applicable law.

I. Access to Financial Records. ACCEL shall keep accurate financial records pertaining to its operation of the School, together with all School financial records prepared by or in possession of ACCEL, and shall retain all of the aforementioned records according to the Charter and applicable law to which such books, accounts, and records relate. ACCEL and the Board shall maintain the proper confidentiality of personnel, students, and other records as required by law. All records shall be kept in accordance with applicable state and federal requirements.

J. Accounting Standards; Annual Audit.

1. The School shall at all times comply with generally accepted accounting principles, accounting system requirements of the State School Aid Act of 1979, as amended, applicable Michigan Department of Education rules, and applicable law.

2. The Board shall select and retain an independent auditor to conduct an annual audit of the School's financial matters in accordance with the Charter and applicable law.

3. Subject to applicable law, all records in the possession or control of ACCEL that relate to the School, including but not limited to, financial records, shall be made available to the School and the School's independent auditor. The expense of the annual audit shall be included in the Budget.

K. Start-up Funds; Contributions. ACCEL shall provide start-up funds for: (i) the development of curriculum, a technology system and a school operations plan; (ii) recruiting, selecting and training of staff members; and (iii) to the extent necessary as reasonably determined by ACCEL, cleaning, renovating and equipping of the School facility (the "*Start-Up Funds*"). ACCEL shall make contributions to the School in the event School expenses exceed Revenues (the "*Contributions*"). The Contributions, if any, shall be in amounts acceptable to ACCEL and the Board and, once made, shall be included in the Budget. The School shall not be legally obligated to repay ACCEL for the Start-Up Funds or the Contributions. ACCEL's agreement to make such Contributions shall not be deemed to negate or mitigate the need for the School to apply for or solicit state or federal start-up funds, grants or sub-grants which the School, as a public school, may be eligible to receive.

ARTICLE VIII

PERSONNEL & TRAINING

A. Qualified Personnel. ACCEL shall select and hire qualified personnel to perform the Services. ACCEL shall have the responsibility and authority, subject to this Article, to select, hire, evaluate, assign, discipline, transfer, and terminate personnel consistent with the Budget, the Charter and applicable law. Personnel working at the School shall be employees of ACCEL or one of its affiliates, unless otherwise expressly agreed by ACCEL and the Board. ACCEL and the Board each shall be responsible for their respective employees. However, the compensation of all employees working at the School shall be included in the Budget. Upon Board request, ACCEL shall disclose to the Board the level of compensation and fringe benefits provided by ACCEL to ACCEL employees working at the School. A criminal background check and unprofessional conduct search in compliance with applicable law shall be conditions for the hiring of or services provided by any person assigned by ACCEL under this Agreement to regularly and continuously work in any of the School's facilities or at program sites where the School delivers Services. ACCEL shall pay all salaries, wages, benefits, payroll and other taxes to or on account of its employees. The School shall not be liable for the payment of any such salaries, wages, benefits, payroll or taxes thereon for or on behalf of any ACCEL employee, contractor or agent. ACCEL acknowledges and agrees that it is the sole and exclusive responsibility of ACCEL to make the requisite tax filings, deductions and payments to the appropriate federal, state and local tax authorities for and on behalf of all persons employed or engaged by ACCEL to provide Services

under this Agreement. As applicable, ACCEL shall conduct employee evaluations consistent with Section 1249 and 1250 of the Code.

B. School Administrator. The School administrator (the “*Administrator*”) shall be an employee of ACCEL and not the Board. The duties and terms of the Administrator’s employment shall be determined by ACCEL. The Administrator shall work with ACCEL in the operation and management of the School. The Administrator shall attend meetings of the Board and shall provide reports to the Board. The accountability of ACCEL to the School is an essential foundation of this Agreement. ACCEL shall have the authority, consistent with this Article, to select, hire, evaluate, assign, discipline, transfer and terminate the Administrator, and to hold the Administrator accountable for the performance of the School. Without limiting the foregoing, ACCEL shall consult with the Board prior to the placement and/or removal of the Administrator. Absent compelling circumstances, the consultation shall commence at least ninety (90) days prior to ACCEL placing and/or removing the Administrator. ACCEL shall give due consideration to the input of the Board or the Board’s designated representative prior to making a final decision regarding placement and/or removal of the Administrator. ACCEL shall remove the Administrator if the Board is reasonably dissatisfied with the Administrator’s performance. Absent compelling circumstances, however, the Board shall give ACCEL and the Administrator six (6) months to correct the basis for the Board’s reasonable dissatisfaction. The parties agree that the purpose of the above provisions is not to deny the Administrator the opportunity for growth and/or promotion within ACCEL. Notwithstanding any of the foregoing, the placement of the initial Administrator for the School in its first year of operation shall be made by ACCEL.

As the employer, ACCEL shall be solely responsible for the performance evaluation of the Administrator. ACCEL shall seek feedback from the Board prior to completing an annual Administrator performance evaluation.

C. Teachers. ACCEL shall, consistent with this Article, assign to perform Services at the School, teachers qualified to teach their assigned subjects and grade level. The curriculum taught by the teachers shall be consistent with the Educational Program. The teachers may, at the discretion of ACCEL, be assigned to work at the School on a full or part time basis. If assigned to work at the School on a part time basis, the teacher(s) may also be assigned to work at other schools for which ACCEL provides services. The cost for such teacher(s) shall be shared proportionately among the schools at which ACCEL has assigned the teacher(s) to work. Each teacher assigned to work at the School shall hold a valid teaching certificate issued by the state board of education or applicable state agency to the extent required by the Authorizing Law.

D. Support Staff. ACCEL shall, consistent with this Article, assign to perform Services at the School, qualified support staff as needed for ACCEL to operate the School in an efficient manner. The support staff may, at the discretion of ACCEL, be assigned to work at the School on a full or part time basis. If assigned to work at the School on a part time basis, the support staff may be assigned to work at other schools for which ACCEL provides services. The cost for such support staff shall be shared proportionately among the schools at which ACCEL has assigned the support staff to work. An individual assigned to work at the School that is not teaching, but for which a license is required under applicable law, shall have the appropriate license.

E. Training. ACCEL shall provide or procure training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis. Instructional personnel shall

be required to obtain at least the minimum hours of professional development as required by applicable law. Non-instructional personnel shall receive training as ACCEL determines reasonable and necessary under the circumstances.

F. Background Checks and Qualifications. ACCEL shall comply with applicable law regarding background checks, unprofessional conduct searches and certification/licensure, as applicable, for all persons working in the School, the costs of which shall be included in the Budget.

G. Non-Solicitation. The School hereby agrees that commencing on the date of this Agreement and continuing for a period equal to two (2) years after the termination or expiration of this Agreement for any reason, that it will not, and none of its affiliates will directly or indirectly (i) solicit or actively seek to hire any employee of ACCEL, or (ii) solicit any personnel employed by ACCEL to terminate his or her relationship with ACCEL. This section shall survive any expiration or termination of this Agreement. The period of time set forth in this section will be extended by the amount of time that the School engages in activity in violation of this Agreement and while ACCEL seeks enforcement of this Agreement.

H. Limitations on Discretion. All decisions made by ACCEL, and any discretion exercised by ACCEL, in its selection, hiring, evaluation, assignment, discipline, transfer, and termination of personnel, shall be consistent with the Budget, the Charter, the parameters adopted and included in the Educational Program, and applicable law.

ARTICLE IX

INDEMNIFICATION

A. Indemnification of Parties. To the extent not prohibited by the Charter or applicable law, the Parties hereby agree to indemnify, defend, and hold the other (the "*Indemnified Party*"), harmless from and against any and all third-party claims, actions, damages, expenses, losses or awards which arise out of (i) the gross negligence or intentional misconduct of the indemnifying party, (ii) any action taken or not taken by the indemnifying party, or (iii) any noncompliance or breach by the indemnifying party of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement. As used herein, Indemnified Party shall include the party's trustees, directors, officers, employees, agents, representatives and attorneys. The Parties may purchase general liability, property, or other insurance policies. Notwithstanding anything in this Agreement to the contrary, the Board shall not be precluded by the terms of this Agreement from asserting or declining to assert a claim of governmental immunity.

B. Indemnification of Authorizer. The Parties acknowledge and agree that Central Michigan University, its Board of Trustees, and its members, officers, employees, agents or representatives (collectively the "*University*") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, ACCEL 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 School's Charter Application, the University Board's consideration of or issuance of a Charter, ACCEL's preparation for or operation of the School, or which are incurred as a result of the reliance by the University upon information supplied by ACCEL, or which arise out of ACCEL's failure to comply with the Charter or applicable law. The Parties expressly acknowledge and agree that the University may commence legal action against ACCEL to enforce its rights as set forth in this section of the Agreement.

ARTICLE X

INSURANCE

A. Insurance Coverage. ACCEL shall maintain such policies of insurance as required by the Charter, the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C."), and applicable law. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Article. In the event that the Authorizer or M.U.S.I.C. requests any change in coverage by ACCEL, ACCEL agrees to comply with any change in the type or amount of coverage, as requested, within thirty (30) days after notice of the insurance coverage change is provided to ACCEL. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

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

ARTICLE XI

REPRESENTATIONS & WARRANTIES

A. Board and School. The Board represents and warrants, for itself and on behalf of the School, that: (i) it is legally vested with all power and authority necessary to operate a charter school under the Authorizing Law; (ii) it is legally vested with all power and authority necessary to execute, deliver and perform this Agreement, including without limitation, the power and authority to contract with a private entity for the provision of educational, business administration and management services; (iii) its actions have been duly and validly authorized, and it has adopted any and all resolutions or expenditure approvals required for the execution of this Agreement; and (iv) there are no pending actions, claims, suits or proceedings, or, to its knowledge, threatened or reasonably anticipated against or affecting either the Board or the School, which if adversely determined, would have a material adverse effect on its ability to perform under this Agreement.

B. ACCEL. ACCEL represents and warrants that: (i) it is a limited liability company in good standing and is authorized to conduct business in the State of Michigan; (ii) it is legally vested with all power and authority necessary to execute, deliver and perform this Agreement; (iii) there are no pending actions, claims, suits or proceedings, or, to its knowledge, threatened or reasonably anticipated against or affecting ACCEL, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement; and (iv) it will comply with all registration and licensing requirements relating to conducting business under

this Agreement, which the Board agrees to assist ACCEL in applying for such licenses and permits and in obtaining such approvals and consents.

ARTICLE XII

MISCELLANEOUS

A. Entire Agreement. This Agreement and any attachments hereto shall constitute the entire agreement of the Parties on the subject matter set forth herein. This Agreement supersedes and replaces any and all prior agreements and understandings regarding the subject matter set forth herein between the School and ACCEL.

B. Force Majeure. Except for payment obligations, and notwithstanding any other provisions of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God, war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement in accordance with provisions contained herein if sufficient grounds exist as provided in the Article governing termination.

C. State Governing Law; Waiver of Jury Trial. This Agreement shall be construed, interpreted, governed and enforced pursuant to the laws of the State of Michigan, without regard to its conflict-of-laws principles. The Parties hereby waive the right to a jury trial in any action, proceeding or counterclaim brought by either ACCEL or the School against the other.

D. Notices. All notices and other communications required by this Agreement shall be in writing and sent to the Parties at the facsimile number or address set forth below. Notice may be given by: (i) facsimile with written evidence of confirmed receipt by the receiving party of the entire notice; (ii) certified or registered mail, postage prepaid, return receipt requested; or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal if given by facsimile, upon the date of postmark if sent by certified or registered mail, or upon the date of delivery if given by personal delivery. For purposes of the foregoing, “**personal delivery**” shall include delivery by nationally recognized overnight courier (such as FedEx), if signed for by the recipient or a delegate thereof. Notices to the School shall be sent to the current address of the then current Board President, with a copy to the then current Board attorney. The addresses of the Parties for the purposes aforesaid, including the address of the initial Board President, are as follows:

The School: Inkster Preparatory Academy
Attn: President, Board of Directors

Facsimile:

WITH A COPY TO:

Facsimile:

ACCEL: Accel Schools Michigan LLC
 Attn: Vice President of Academic Affairs
 1650 Tysons Boulevard
 Suite 630
 McLean, Virginia 22102
 Facsimile: (703) 991-8930

WITH A COPY TO:
Accel Schools LLC
Attn: Chief Operating Officer
1650 Tysons Boulevard
Suite 630
McLean, Virginia 22102
Facsimile: (703) 991-8930

E. Assignment. ACCEL may assign this Agreement with the prior written approval of the Board and in a manner consistent with the Authorizer's Educational Service Provider Policies provided, however, this Agreement shall not be assignable without prior written notification to the Authorizer.

F. Amendment. This Agreement shall not be altered, amended, modified or supplemented except by memorandum approved by the Board and signed by both an authorized officer of the School and ACCEL and must be done in a manner consistent with the Authorizer's Educational Service Provider Policies.

G. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

H. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term or provision.

I. Delegation of Authority. Nothing in this Agreement shall be construed as delegating to ACCEL powers or authority of the Board which are not subject to delegation by the Board under the Charter or applicable law.

J. Compliance with Law. Each party will comply with the Charter and laws applicable to the performance of such party's obligations hereunder.

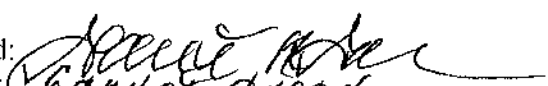
K. Time of Essence. The Parties understand and agree that time is of the essence in performing their respective responsibilities under this Agreement.

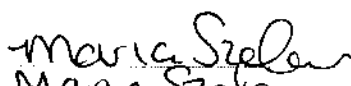
[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have set their hands by and through their duly authorized officers as of the date last below written.

For and on behalf of
INKSTER PREPARATORY ACADEMY

For and on behalf of
ACCEL SCHOOLS MICHIGAN LLC

Signed: 
Name: GANNET GREEN
Title: BOARD PRESIDENT
Date: 8-18-16

Signed: 
Name: Maria Szalay
Title: COO
Date: 8/24/16

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
Certificate of Use and Occupancy	6-22

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 Inkster Preparatory Academy (the "Academy") is as follows:

Address: 27355 Woodsfield St.
Inkster, MI 48141

Description: The Site includes two buildings that sit on almost five acres of land. The first building, which contains approximately 27,067 square feet of space, is one-story and includes a total of 21 classrooms, four restrooms, and a counseling center. The Academy will utilize 12 of the classrooms and two of the restrooms. The second building, which contains approximately 14,301 square feet, is one-story and includes a cafeteria/multi-purpose room, gymnasium and office space. The Site also includes an outdoor play structure and a playfield.

Configuration of Grade Levels: Kindergarten through Seventh Grade.

Term of Use: Term of Contract.

Name of School District and Intermediate School District:

Local: Wayne-Westland Community School District
ISD: Wayne RESA

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.

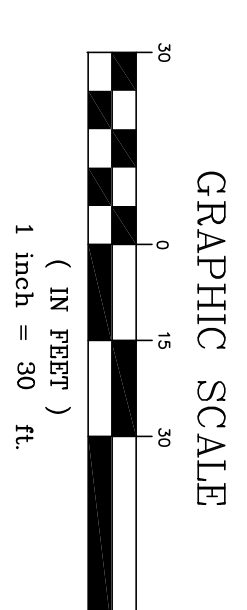
- A. Narrative description of physical facility
- B. Size of building
- C. Scaled floor plan
- D. Copy of executed lease or purchase agreement

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.



DESIGN:	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT:			
CHECK:			

REVISION #	DATE	REVISION-DESCRIPTION

27355 Woodfield
Inkster, MI

CONCEPTUAL
BUS ROUTE &
PARKING PLAN

CLIENT:
Corrigan
775 N. Second Street
Brighton, Michigan 48116

SCALE: 1"=30'
PROJECT No.: 162824
DWG NAME: 2824-ALX
ISSUED: MAR 7, 2016

THE PURPOSE OF THIS PROJECT IS TO CLEANUP AND REPAIR AN EXISTING SCHOOL BUILDING IN ORDER TO BE RE-OCCUPIED AS A NEW CHARTER SCHOOL. ALL EXISTING PARTITIONS, FINISHES, AND OPENINGS EXISTING WITHIN THE EXISTING BUILDING WILL BE REMOVED AND REPLACED WITH A NEW FIRE ALARM SYSTEM. NO NEW WORK OR ADDITIONAL AREA IS PROPOSED.

3 PROJECT NARRATIVE

APPLICABLE CODES

- 202 MICHIGAN BUILDING CODE
- 202 INTERNATIONAL BUILDING CODE
- 202 NFPA 101 LIFE SAFETY CODE
- 2004 MICHIGAN BARBER FREE
- 2002 MICHIGAN PLUMBING CODE
- 2002 MICHIGAN PLUMBING CODE
- 2002 MICHIGAN PLUMBING CODE
- 2002 MICHIGAN PLUMBING CODE

CLASSIFICATION OF WORK

REPAIR OF EXISTING BUILDING TO REPAIR AND RE-OCCUPY AS A NEW CHARTER SCHOOL. ALL EXISTING PARTITIONS, FINISHES, AND OPENINGS EXISTING WITHIN THE EXISTING BUILDING WILL BE REMOVED AND REPLACED WITH A NEW FIRE ALARM SYSTEM. NO NEW WORK OR ADDITIONAL AREA IS PROPOSED.

EXISTING BUILDING DATA

BUILDING HEIGHT _____ ONE STORY
 CLASSROOM BUILDING (E OCCUPANCY) _____ ONE STORY
 CLASSROOM BUILDING (A OCCUPANCY) _____ ONE STORY

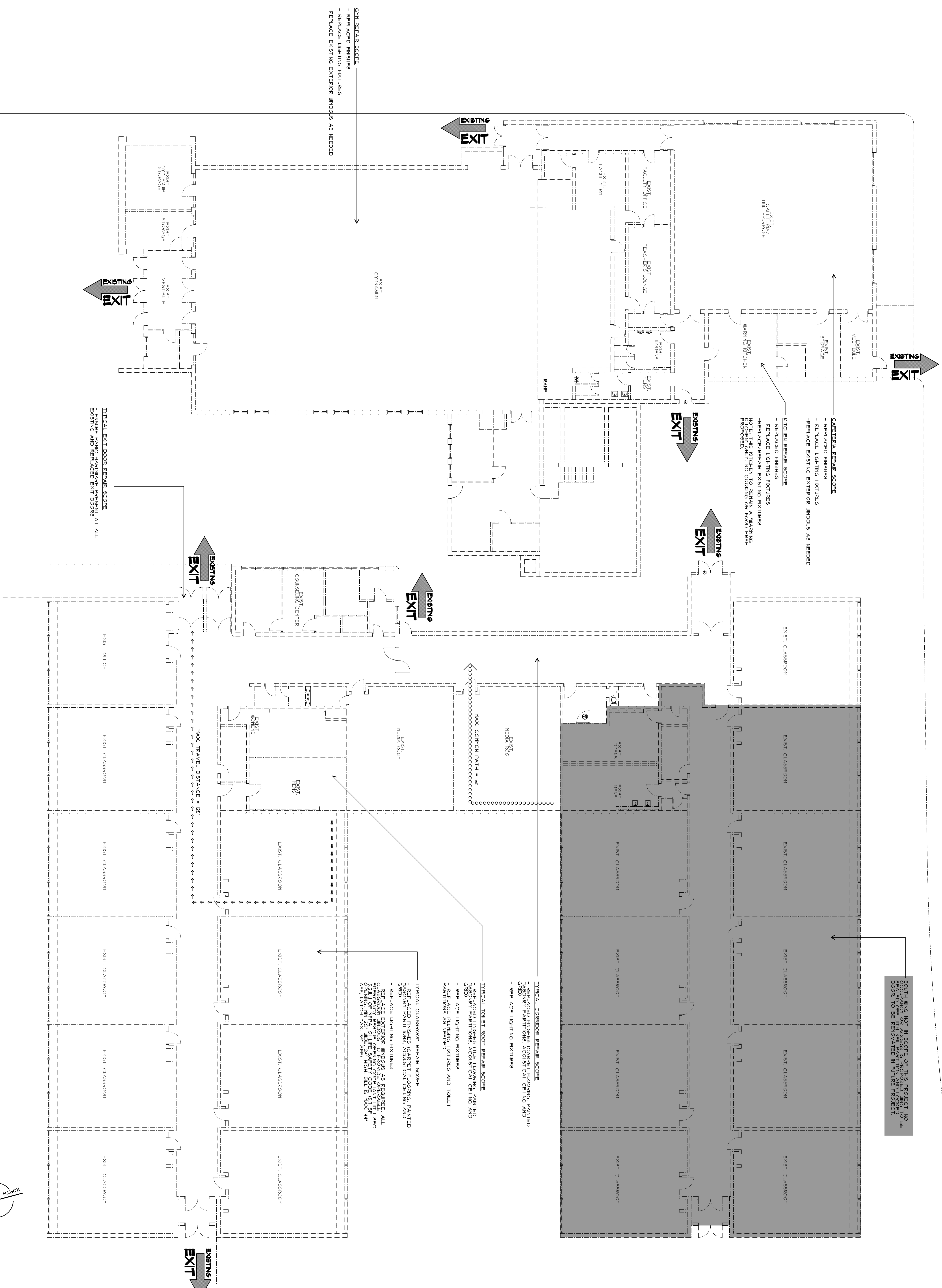
OCCUPANT LOAD - SECTION E11 202 NFPA 101 LIFE SAFETY CODE

USE	FLOOR AREA	REG. FLOOR AREA PER OCC.	OCCUPANT LOAD
CLASSROOM	982 SF	20 SF NET	49 OCC
STORAGE/MECHANICAL	2,222 SF	500 SF	5 OCC
ASSEMBLY	6,380 SF	15 SF NET	559 OCC
BUSINESS	1,173 SF	100 SF	12 OCC
KITCHEN	371 SF	100 SF	4 OCC
TOTAL			1,071 OCCUPANTS

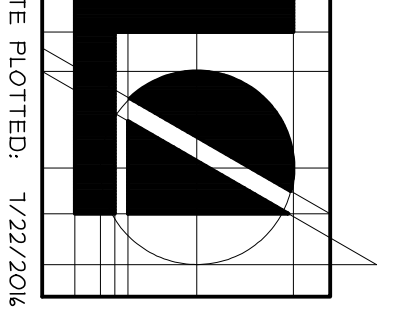
MEANS OF EGRESS - SECTION E2 202 NFPA 101 LIFE SAFETY CODE

MAX. ALLOWABLE EXIT TRAVEL DISTANCE _____ 50 FT.
 MAX. EXISTING EXIT TRAVEL DISTANCE _____ 125 FT.
 MAX. ALLOWABLE COMMON PATH OF TRAVEL DISTANCE _____ 75 FT.
 MAX. EXISTING COMMON PATH OF TRAVEL DISTANCE _____ 141 FT.
 REG. EXIT COMPONENT WIDTH (8 OF OCC. X 0.2') _____ 24"
 EXISTING DOOR WIDTH _____ 34" (11 DOORS AT 37" CLEAR MIN)

2 EXISTING BUILDING CODE ANALYSIS



1 EXISTING FLOOR PLAN



Lindhout Architects
 architects aia pc
 10465 citation drive
 Brighton, MI 48116
 www.lindhout.com (810)227-5688
 fax: (810)227-5855

OWNER'S AGENT
CORREMAN CONSTRUCTION LLC
 Consultant

NEW ADDITION AND RENOVATION
PANSOPHIC CHARTER SCHOOL
 INGESTER MICHIGAN

DATE PLOTTED: 7/27/2016
 PLOTTED BY: JOAN WATERS/CATION HAWES
 Project: Charter School/VA/VA/25 A10 Existing Floor Plan

DR: VLF, JMB
 CDR: JH
 DATE: 7-22-16
 ALTERATIONS TO EXISTING BUILDING PACKAGE
 REVISION 10

Copyright © 2016 Lindhout Associates Architects and its partners. This document and the subject matter contained therein is proprietary and is not to be used or reproduced without prior written permission.

LINE	LEGEND
---	EXISTING
---	NEW CONSTRUCTION
---	HIDDEN WORK
---	COLL. CENTER LINES

A1.0
16025

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is by and between GSP Woodsfield Street Inkster LLC, a Delaware limited liability company or its assigns ("Landlord") and Inkster Preparatory Academy, a Michigan non-profit corporation and public charter school ("Tenant"). This Lease shall be effective on the date signed by Tenant, if Tenant is the last to sign, or the date signed by Landlord, if Landlord is the last to sign and the fully executed Lease has been delivered to both parties (the "Effective Date").

In consideration of the sums of money to be paid, and the mutual and reciprocal obligations undertaken herein, the parties hereto do covenant, stipulate and agree as follows:

1. **PROPERTY.** Landlord hereby leases to Tenant and Tenant leases from Landlord for the term, at the rental, and upon all of the conditions set forth herein, that certain real property commonly known as 27355 Woodsfield St, Inkster, MI 48141, in Wayne County, Michigan, as more particularly described on Exhibit A attached hereto and incorporated herein (the "Land" and, together with the two school buildings containing an aggregate of approximately 34,000 square feet located thereon (the "Building") and all rights and appurtenances thereto including the parking lot, the "Property"). The Property is subject to easements, reservations, limitations, and restrictions of record.

2. TERM.

2.1 **Initial Term.** The term of this Lease (the "Term") shall be for a period of five years, commencing July 1, 2021 (the "Commencement Date") and ending on June 30, 2026, unless sooner terminated or extended pursuant to any provision hereof. Notwithstanding the foregoing, the Lease shall not extend beyond the term of Tenant's charter contract to operate a public community school ("Charter School") and the Lease shall terminate automatically without penalty for early termination if Tenant's charter contract is terminated, non-renewed, or suspended, provided that such termination, non-renewal or suspension is not as a result of Tenant's request to do so. In the event that the Tenant 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 Charter Contract, 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 Tenant, and the Landlord shall have no recourse against the Tenant or the University Board for implementing such site closure or reconstitution.

2.2 **Renewal.** Tenant shall have the option to renew the term of this Lease for two (2) additional terms of five (5) years each ("Renewal Terms") provided that (1) Tenant's charter contract is renewed for a time period covering all or a portion of the respective Renewal Term, and (2) Tenant is not in default under this Lease beyond any applicable period for curing the default. Tenant may exercise its right to renew this Lease for the Renewal Term by giving Landlord written notice of such renewal at least one hundred and eighty (180) days before the expiration of the then current Term.

The phrases "term of this Lease" or "Lease term" or any other similar phrase used in this Lease shall, where appropriate, mean both the Initial Term and the Renewal Terms.

3. **RENT.** On or before the fifth (5th) day of every month during the term of this Lease, in advance, the Tenant shall pay to Landlord as rent for the use of the Property the greater of (a) an

amount equal to fifteen percent (15%) of the monthly state and local funding received by Tenant per student, directly or indirectly ("Funding") and (b) the highest amount Tenant paid as rent during the past five (5) years, but in any event no less than the amount equal to fifteen percent (15%) of the Funding based on enrollment of 200 full time equivalent students ("Rent"), without demand, setoff, or deduction. There shall be no cap on the amount of rent increases. The Rent shall not include funds from charitable contributions; transportation funding/reimbursements; Grant

Revenue; facility funding not described above; SPED funding; student wellness and success funding; quality school funding; private grants unless solicited, prepared, procured, and written by Tenant's management company or its affiliates; PTA/PTO income; casino revenue; or proceeds from fundraisers, all of which shall be retained entirely by the Tenant. Grant Revenue shall mean, for purposes of this Lease, all revenue received as a result of any application submitted by or on behalf of Tenant or any funding agreement reached by or on behalf of Tenant, or any Title funding received directly or indirectly from the federal government, including but not limited to National School Lunch Program, Medicaid, Individuals with Disabilities Education Act, Every Student Succeeds Act, Comprehensive Continuous Improvement Plan, and any other grants or funds for facilities, professional development, replication, transportation, or other needs of Tenant not otherwise described above. Rent shall be reconciled on an annual basis by June 30 of each school year, such that any underpayment by Tenant shall be paid to Landlord within ten (10) days thereafter and any overpayment by Tenant shall be refunded to Tenant within ten (10) days thereafter. Landlord shall have the right, at any time and from time to time, to inspect or audit (or hire an independent public accountant to inspect or audit on Landlord's behalf) Tenant's books and records pertaining to the percentage calculations of the Rent.

Rent shall be payable to Landlord at the address stated herein or to such other person or at such other place as Landlord may designate by notice as provided herein. Payments made after the tenth (10th) day of the month shall be assessed a late fee equal to five percent (5%) of the outstanding amount, at the option of Landlord. However, the late fee shall be waived if the delay in payment is the result of failure of the State of Michigan to make timely payment to the Tenant of the Tenant's state funding or in the event Tenant's authorizing body does not timely forward Tenant's portion of the state funding, provided that the rent payment is made within five (5) business days of Tenant's receipt of said payment from the State of Michigan or Tenant's authorizing body.

4. ADDITIONAL RENT.

Beginning on the Commencement Date, Tenant shall pay Landlord in addition to the Rent an amount equal to any Taxes paid or to be paid with respect to each calendar year of the Term or any portion thereof.

4.1 "Taxes" shall mean all taxes, assessments and governmental charges of every kind and nature which Landlord shall pay or become obligated to pay in respect of a calendar year because of or in connection with the ownership, leasing and operation of the Building and the Property, or collected in lieu of or in substitution for any such tax, assessment or governmental charge, subject to the following:

(i) The amount of ad valorem real and personal property taxes (including service payments in lieu of taxes) against Landlord's real and personal property to be included shall be twice the amount shown on the tax bill for the first half of the calendar year in respect of which taxes are being determined. The amount of any tax refunds shall be deducted from Taxes in the year they are received by Landlord;

(ii) The amount of special tax or special assessment against the Property to be included shall be limited to the amount of the installments (plus any interest, other than penalty interest, payable thereon) of such special tax or special assessment required to be paid during the calendar year in respect of which Taxes are being determined;

(iii) The amount of any tax or excise levied by the State of Michigan or by the County of Wayne, any political subdivision of either, or any other taxing body, on rents or other income from the Property to be included shall not be greater than the amount which would have been payable on account of such tax or excise by Landlord during the calendar year in respect of which Taxes are being determined had the income received by Landlord from the Building (excluding amounts payable under this subparagraph (iii)) been the sole taxable income of Landlord for such calendar year;

There shall be excluded from Taxes all income taxes (except those which may be included pursuant to subparagraph (iii) above), excess profits taxes, franchise, capital stock, capital gains, and inheritance or estate taxes.

4.2 Landlord agrees to keep books and records showing the Taxes in accordance with generally accepted accounting practices consistently maintained on a year-to-year basis in compliance with such provisions of this Lease as may affect such accounts. Only in the event that Taxes are due or will become due, Landlord shall deliver to Tenant within one hundred twenty (120) days (or such period as Landlord is able to prepare such report) after the close of each calendar year (including the calendar year in which this Lease terminated), a report which shall contain the Taxes for which the Tenant is responsible to pay directly that are unpaid or for which Tenant is to reimburse Landlord.

4.3 In order to provide for current payments on account of increases in Taxes, the Tenant agrees, at Landlord's request, to pay as additional rent, such rent adjustments due for each calendar year, in monthly installments, commencing on the first day of the month following the month in which Landlord notifies Tenant from time to time during such calendar year of the amount of such estimated rent adjustments. If, as finally determined by Landlord, such rent adjustments shall be greater than or be less than the aggregate of all installments so paid on account to the Landlord for such calendar year, then Tenant shall, on or before thirty (30) days following transmission (by regular U.S. mail, e-mail or certified mail) of an invoice by Landlord, pay to Landlord the amount of such underpayment, or the Landlord shall reimburse Tenant for the overpayment amount in one lump sum as the case may be. It is the intention hereunder to estimate from time to time during each calendar year the amount of increases in Taxes for each year and then to finally determine such rent adjustments at the end of such year or as soon thereafter as possible based on actual increases in Taxes for such year. In the event that this Lease shall have been in effect for less than the full calendar year immediately preceding Tenant's receipt of said invoice, such rent adjustments shall be prorated. In no event shall any rent adjustment result in a decrease in the Rent payable hereunder.

5. **USE.** The Property shall be used by Tenant for the conduct of Tenant's operation of a public school called "Inkster Preparatory Academy" and under applicable Michigan school law and for purposes associated therewith, and for related administrative uses (the "Permitted Use"). Tenant covenants and agrees that at all times during the Term the Property shall be used only for the Permitted Use and for no other use whatsoever without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. The Tenant further agrees to comply with the Rules and Regulations attached hereto and made a part hereof as Exhibit B.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Landlord's Representations and Warranties. Landlord represents and warrants that: (a) Landlord has full right and power to grant the estate demised and to execute and perform this Lease; (b) the Property is now and will remain free and clear of all encumbrances which would prevent Tenant from using the Property to operate a Charter School or which would otherwise materially adversely affect Tenant's use of the Property for the Permitted Use; and (c) the intended use of the Property as a Charter School is permitted by applicable zoning laws and regulations and, to Landlord's actual knowledge, the Property is free from latent and patent hazards or defects. Aside from the foregoing representations, the Tenant acknowledges that no other warranty or representation, whether oral or written, has been made by any broker, agent or employee of the Landlord regarding the condition of the Property.

6.2 Tenant's Representations and Warranties. Tenant represents and warrants that: (a) Tenant has full right and power to execute, deliver and perform its obligations under this Lease; and (b) Tenant is a non-profit corporation and public charter school, duly organized and validly existing in good standing under the laws of the State of Michigan.

7. QUIET ENJOYMENT. Landlord covenants and agrees that so long as Tenant observes and performs all of the agreements and covenants required of it hereunder, Tenant shall peaceably and quietly have, hold and enjoy the Property for the Term without any encumbrance or hindrance by Landlord. If Tenant's use of the Property is limited or denied through (i) rezoning, (ii) environmental impact edict, or (iii) other action of any public or quasi-public agency, in each case such that Tenant is prevented from operating a Charter School with a student capacity that is at least 85% of the student capacity prior to such action, this Lease, at the sole option of Tenant, shall terminate as of the effective date of such action and the rent applying to the unexpired portion of the Term will abate.

8. UTILITIES. Tenant shall be solely responsible for, and shall pay when due, all charges for telephone service, cable, internet, electricity, gas, water, sewer, trash removal and all other utilities provided to the Property and shall cause the utilities to be transferred to the Tenant's name for billing purposes effective as of the Commencement Date. The Tenant shall also be responsible for the dedicated line for the fire alarm system as required by the State of Michigan and for the maintenance and monitoring service for the fire alarm system and its security system.

9. ASSIGNMENT AND SUBLETTING. Tenant shall not have the right to assign this Lease, or sublease all or a part of the Property, without Landlord's consent which consent shall not be unreasonably withheld, conditioned or delayed. Landlord shall have the absolute right to assign this Lease.

10. CONDITION OF THE PROPERTY. Tenant accepts the Property in "AS IS, WHERE IS" condition. Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Property or any part thereof without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned (provided, however, that Landlord may withhold its consent in its sole and absolute discretion with respect to any proposed alteration, addition or improvement which could affect any structural portion of the Building). Any alterations, additions or improvements to or of the Property, including but not limited to, the installation of equipment affixed to the Property in such a manner that such equipment becomes a fixture, but excepting movable furniture and trade fixtures, shall at once become a part of the Property and belong to Landlord and shall be surrendered with the Property (except to the extent that Landlord notifies Tenant that any such alteration, addition or improvement is to be removed, in which event Tenant shall complete such removal and repair any damage caused thereby). In the event Landlord consents to the making of any alterations,

additions or improvements to the Property by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense, in a good and workmanlike manner in accordance with applicable laws (including laws relating to the use of hazardous material such as asbestos-containing materials) and diligently completed.

11. REPAIRS AND MAINTENANCE. Except as otherwise expressly provided in this Lease, Tenant shall pay all costs, expenses, fees and charges incurred in connection with the use or occupancy of the Property and Tenant acknowledges and agrees that Landlord shall have no obligation to repair or maintain the Property or any portion thereof. In furtherance of Tenant's obligations under this Section, Tenant shall, at its sole expense, keep the grounds neat and mowed and keep the Property in good repair and tenantable condition during the Term except for ordinary and normal wear and tear. Tenant shall promptly make any and all repairs and perform any and all necessary maintenance, including but not limited to, repairs to the roof, mechanical systems, plumbing, electrical, and HVAC. In the event Tenant shall need to make any repair or maintenance that would be in the nature of a roof or mechanical system, Tenant shall first submit to Landlord plans and specifications therefore and obtain Landlord's written approval thereof prior to commencing any such work, which approval shall not be unreasonably withheld. If after written notice and opportunity to cure, Tenant does not promptly make such reasonable repairs, Landlord may make such repairs (without any obligation to do so) and the costs paid or incurred by Landlord for such repairs shall be deemed additional rent reserved under this Lease due and payable forthwith by Tenant, provided such cost is reasonable. Landlord may enter the Property at all reasonable times to make any repairs Landlord may deem necessary for the safety, preservation or improvement of the Building, or as Landlord may be required to do by any federal or state regulations, Wayne County, or by the order or decree of any court or by any other proper authority and the costs paid or incurred by Landlord for such repairs or improvements shall be deemed additional rent reserved under this Lease due and payable forthwith by Tenant. In either such case, Landlord will make commercially reasonable efforts not to interfere or disrupt Tenant's business operations. If the roof, mechanical system, or HVAC cannot be repaired, the Landlord, shall replace the item at their own expense. If the Landlord does not replace the item to the satisfaction of the Tenant, the Tenant may elect to terminate this Lease upon written notice to Landlord, in which event Tenant shall vacate the Property within ninety (90) days of delivery of its termination notice to Landlord.

In the event Landlord or its agents or contractors shall elect to make repairs, alterations, improvements or additions to the Property or the Building, Landlord shall be allowed, with Tenant's express consent, which shall not be unreasonably withheld, to take into and upon the Property all material that may be required to make such repairs, alterations, improvements or additions and, during the continuance of any of said work, to temporarily close doors, entryways, public space and corridors in the Building and to interrupt or temporarily suspend any services and facilities without being deemed or held guilty of an actual or constructive eviction of Tenant or for damages to Tenant's property, business or person, and the rent reserved herein shall in no way abate while said repairs, alterations, improvements or additions are being made, and Tenant shall not be entitled to maintain any set-offs or counterclaim for damages of any kind against Landlord by reason thereof. Landlord agrees to make every reasonable effort to minimize any disruption of Tenant's normal school hours. If time permits, Landlord shall provide reasonable notice to Tenant of the impending repairs.

12. INSURANCE. Tenant agrees during the Term hereof to carry a broad form comprehensive policy of public liability insurance covering Tenant's activities on the Premises in an amount of not less than \$2,000,000 combined single limit personal injury and property damage insurance with companies reasonably satisfactory to Landlord in the name of Tenant (and Landlord, if requested by endorsement). Tenant also agrees to pay the premiums therefore and to deliver copies of said policies and/or endorsements thereto to Landlord, and the failure of

Tenant to either obtain said insurance or deliver copies of said policies or certificates upon written request thereof to Landlord shall permit Landlord to procure said insurance and pay the requested premiums, therefore, which premiums shall be repayable to Landlord with the next monthly rental payment. Tenant will arrange for each insured under the policies required hereunder to agree by endorsement on the policy issued by it or by independent instrument furnished to Landlord that it will give Landlord no less than thirty (30) days written notice before the policy or policies in question shall be altered or canceled. Tenant agrees to purchase and keep in force insurance on the Building for the Term of the Lease against fire and casualty risks in an amount not less than 90% of the full insurable value of the Building. All such insurance policies shall be primary, noncontributing and shall contain cross-liability coverage or an endorsement. The amounts of such insurance required hereunder shall be subject to adjustment from time to time as reasonably requested by Landlord.

13. INDEMNIFICATION AND RELEASE. To the extent permitted by law, Tenant shall indemnify, defend and hold harmless Landlord and its affiliates and their respective members, directors, shareholders, officers, employees, attorneys and agents from and against any and all claims, demands, causes of action, judgments, costs, expenses, and all losses and damages (including reasonable attorney's fees) to the extent arising from Tenant's use of the Property and the use of its employees, agents, clients, invitees and guests of the Property, or from the conduct of its business or from any activity, work, or other acts or things done, permitted or suffered by Tenant in or about the Property, or arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any gross negligence or willful or criminal misconduct of Tenant, or any member, officer, agent, employee, independent contractor, guest, or invitee thereof, and from all costs, reasonable attorney's fees and disbursements, and liabilities incurred in the defense of any such claim or any action or proceeding which may be brought against Landlord; provided, however, Tenant shall not be required to indemnify Landlord for any claim, action or proceeding arising out of or relating to acts or omissions of Landlord or its members, employees, attorneys, agents, contractors or invitees.

Landlord shall indemnify, defend and hold harmless Tenant and its affiliates and their respective members, directors, shareholders, officers, employees, attorneys and agents from and against any and all claims, demands, causes of action, judgments, costs, expenses, and all losses and damages (including reasonable attorney's fees) to the extent arising from any breach or default in the performance of any obligation on Landlord's part to be performed under the terms of this Lease, or arising from any gross negligence or willful or criminal misconduct of Landlord, or any member, officer, agent, employee, independent contractor, guest or invitee thereof. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

14. DAMAGE OR DESTRUCTION. If the Property is materially damaged or destroyed in whole or in part by fire or other casualty and Tenant cannot repair or restore so much of the Building as shall be required for Tenant to operate a Charter School with a student capacity that is at least 85% of the student capacity prior to the damage or destruction, this Lease shall terminate as of the date of such damage or destruction.

15. CONDEMNATION. If all the Property or a substantial portion thereof is taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation") and the remaining portion of the Property would not permit Tenant to operate a Charter School with a student capacity that is at least 85% of the student capacity prior to the taking, this Lease shall automatically terminate as of the date the condemning authority takes title or possession, whichever occurs first.

16. DEFAULTS; REMEDIES.

16.1 Default by Tenant. The occurrence of any one or more of the following events (each hereinafter referred to as an "Event of Default") shall constitute a breach of this Lease by Tenant:

(a) The failure by Tenant to make any payment required to be made by Tenant hereunder, as and when due, and the failure continues for a period of ten (10) days after notice thereof from Landlord to Tenant (except that if the failure to timely pay rent is the result of the failure of the State of Michigan to make timely payment to the Tenant under the charter school program, the failure to timely pay rent shall not constitute an Event of Default if the rent payment is made to the Landlord within five (5) business days of Tenant's receipt of said payment from the State of Michigan); provided that with respect to a failure to pay any regularly scheduled monthly Rent, Landlord shall not be required to provide such written notice more than twice in any consecutive twelve (12) month period and it shall be an Event of Default if such payment is not received on or before the fifth (5th) day after such payment is due if Landlord has already provided Tenant with two such notices within twelve (12) months of such late payment;

(b) The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than those described in subparagraph (a) above, where the failure continues for a period of thirty (30) days after notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within the thirty (30) day period and thereafter diligently completes the cure;

(c) The making by Tenant of any general assignment, or general arrangement for the benefit of creditors;

(d) The filing by Tenant of a petition to have Tenant adjudged bankrupt;

(e) The judicial declaration of Tenant as bankrupt;

(f) The appointment of a trustee or receiver to take possession of substantially all Tenant's assets located at the Property or of Tenant's interest in this Lease, if possession is not restored to Tenant within thirty (30) days;

(g) The attachment, execution or other judicial seizure of substantially all Tenant's assets located at the Property or of Tenant's interest in this Lease, if the seizure is not discharged within thirty (30) days; or

(h) If the Tenant vacates, abandons or deserts the Property in violation of the Lease or if the Tenant fails to occupy the Property for more than thirty (30) consecutive days in violation of the Lease (provided that a scheduled recess or break from academic activities in the ordinary course of business of the Tenant shall not be deemed to be a failure to occupy the Property).

16.2 Remedies upon Tenant's Default. In the event of any Event of Default or breach by Tenant, Landlord may, in addition to any other remedies which may be available to Landlord, after giving notice as provided above, do one of the following:

(a) Terminate this Lease and, upon such termination, this Lease shall come to an end and expire, but the Tenant shall remain liable for any damage Landlord may incur by reason of any default of the Tenant in complying with the terms and conditions of this Lease; or

(b) Either with or without terminating this Lease, the Landlord may relet the whole or any part of the Property from time to time, either in the name of the Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the expiration of this Lease, at such rental or rentals and upon such other conditions, which may include concession and free rent periods, as the Landlord, in its sole discretion, may determine. In no event shall any such reletting, or any failure to relet, operate to relieve Tenant of any liability under this Lease or otherwise affect any such liability; and Landlord may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Property as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, with relieving Tenant of any liability under this Lease or otherwise affecting such liability. Landlord shall have the right to recover the rental and all other amounts payable by Tenant hereunder as they become due and all other damages incurred by Landlord as a result of an Event of Default, including, without limitation, reasonable attorneys' fees and costs.

16.3 Default by Landlord. Landlord shall not be in default under this Lease unless Landlord fails to perform obligations required of it within thirty (30) days after notice by Tenant to Landlord; provided that if the nature of Landlord's obligation is such that more than thirty (30) days are reasonably required for performance, then Landlord shall not be in default if Landlord commences performance within the thirty (30) day period and thereafter diligently completes performance.

16.4 Remedies upon Landlord's Default. If Landlord defaults in the performance of any of the obligations or conditions required to be performed by Landlord under this Lease, Tenant may, after giving notice as provided above, elect to cure the default and deduct the reasonable cost thereof from the Rent subsequently becoming due hereunder (not to exceed 50% of the Rent due on a monthly basis) until Tenant is reimbursed in full, or pursue those remedies available to it under the laws or judicial decisions of the state in which the Property is located.

17. SUBORDINATION. Landlord shall have the right, at any time or times during the Term of this Lease, to mortgage Landlord's interest in the Property for any purposes, and Tenant will, if requested by the lender, subordinate its interest in the Property to the lien of lender's mortgage or trust deed, provided the lender agrees in writing, in recordable form, not to disturb Tenant's possession of the Property under this Lease, so long as Tenant is not in default of any of the terms, conditions, and covenants of this Lease, and to accept the performance by Tenant of its covenants and obligations hereunder if such mortgage shall be foreclosed. Tenant further agrees, within twenty-one (21) days of a written request by Landlord, to execute, acknowledge and deliver to and in favor of the proposed holder of any mortgage, an estoppel certificate in such form as the lender may reasonably require, but stating no less than: (i) whether this Lease is in full force and effect, (ii) whether this Lease has been amended or modified and, if so, identifying and describing any such amendment or modification, (iii) the date to which rent and any other charges have been paid, and (iv) whether Tenant knows of any default on the part of Landlord or has any claim against Landlord, and, if so, specifying the nature of such default or claim.

18. HOLDING OVER. If Tenant remains in possession of the Property after the expiration or termination of this Lease, and without the execution of a new Lease, Tenant shall be deemed to be occupying the Property as a Tenant from month-to-month, subject to all of the conditions, provisions and obligations of this Lease insofar as they are applicable to a month-to-month tenancy.

19. SIGNS. Landlord shall at its expense, prior to the commencement date of this Lease, remove all signs and identification from the Property. Tenant may erect such signs on the exterior or interior of the Property as Tenant may deem desirable if the signs do not violate the laws, rules,

or regulations of the municipality in which the Property are situated.

20. LANDLORD'S ACCESS. Landlord and Landlord's agent shall have the right to enter the Property with twenty-four (24) hours advance notice at reasonable times during normal school hours for the purpose of inspecting, showing to prospective purchasers or lenders, and making such alterations, repairs, improvements or additions to the Property or to the Property of which it is a part as Landlord deems necessary or desirable. Landlord may, at any time during the last ninety (90) days of the term, place on or about the Property any ordinary "For Lease" sign, and may at any time place any ordinary "For Sale" sign, all without abatement of rent or liability to Tenant.

21. NOTICES. All acceptances, approvals, consents, notices, demands or other communications required or permitted to be given or sent by either party to the other, shall be deemed to have been fully given when made in writing and (i) delivered in person or deposited in the United States mail, certified and postage prepaid, or (ii) delivered by FedEx or similarly nationally recognized overnight courier, and addressed to:

LANDLORD:

GSP Woodsfield Street Inkster LLC
Attn: Chief Operating Officer
1650 Tysons Boulevard, Suite 600
McLean, VA 22102

With a copy to:

General Counsel
Pansophic Learning US LLC
1650 Tysons Boulevard, Suite 600 McLean, VA 22102

And Email: legal@pansophiclearning.com

TENANT:

President
Inkster Preparatory Academy
27355 Woodsfield Street
Inkster, MI 48141
Email: [_____]

With a copy to:

George K. Pitchford
The Allen Law Group, P.C.
2500 Fisher Building
3011 West Grand Boulevard
Detroit, Michigan 48202-3030
Email: [_____]

The address to which any such written communication may be given or sent to either party may be changed by written notice given by such party as above provided.

22. **SEVERABILITY; CHOICE OF LAW.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof. This Lease shall be governed by the laws of the state in which the Property is located. The language in all parts of this Lease shall be construed as a whole according to its fair meaning, and not strictly for or against either Landlord or Tenant.

23. **EFFECT OF WAIVERS.** No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision or of any subsequent breach by Tenant or Landlord of the same or any other provision. Landlord's consent to or approval of any act by Tenant shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant.

24. **CUMULATIVE REMEDIES.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

25. **WAIVER OF SUBROGATION.** Landlord and Tenant and all parties claiming under or through them hereby mutually release and discharge each other, any other Tenants or occupants of the Property in which the Property is located, and the officers, employees, agents, representatives, customers and business visitors of Landlord or Tenant or such other Tenants or occupants, from all claims, losses and liabilities arising from or caused by any hazard covered by insurance on or in connection with the Property or said Property, even if caused by the fault or negligence of a released party. This release shall apply only to the extent that such claim, loss or liability is covered by insurance

26. **BINDING EFFECT.** This Lease shall bind the parties hereto and their personal representatives, successors and assigns.

27. **ENTIRE AGREEMENT.** All preliminary and contemporaneous agreements and understandings are merged and incorporated into this Lease which contains the entire agreement between the parties. This Lease may not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

28. **BROKERAGE.** Landlord and Tenant covenant and agree to save and hold each other harmless from any and all claims for brokerage fees arising out of this Lease, which covenant and agreement shall be binding upon the successors and assigns of the parties.

29. **MECHANICS' LIENS.** Nothing contained in this Lease shall authorize Tenant to do any act which shall in any way encumber Landlord's title to the Building or Property, nor in any way subject Landlord's title to any claims by way of lien or encumbrance whether claimed by operation or law or by virtue of any express or implied contract of Tenant. Tenant shall remove or post bond against any such lien or encumbrance within thirty (30) days after written notice to Tenant by Landlord.

30. **MISCELLANEOUS.**

30.1 **Attachments, Headings, Terms.** All attachments referred to herein are hereby incorporated by reference into this Lease. The headings and underscorings contained herein are for convenience purposes only and shall not be used to interpret nor be deemed to extend or limit the specific sections. The word or words enclosed in quotation marks shall be construed as defined terms for purposes of this agreement. The terms "Landlord" and "Tenant" shall be construed to mean, when required by the context, the directors, officers, employees, invitees,

contractors, materialmen, servants and agents of Landlord and Tenant.

30.2 Attorney's Fees. If either party named herein brings an action to enforce the terms of this Lease or to declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to its reasonable attorney's fees to be paid by losing party as fixed by the court.

30.3 Renovations and Expansions. Within 180 days of the execution of this Lease the Landlord and Tenant agree to meet and discuss renovation of the Building and expansion to use unused space therein. If the parties agree to renovate the Building or expand to use unused space therein, Tenant agrees it will not restrict, limit or in any way hinder expanding the number of grades it offers or number of students who may enroll.

30.4 Execution and Delivery. This Lease shall not be binding nor confer any rights upon either party unless and until executed and mutually delivered by and between both parties.

30.5 Counterparts. This Lease and the signatures on this Lease may be transmitted by electronic transmission. Electronic transmissions of signatures shall be deemed to constitute original signatures and electronic transmissions of this Lease or counterparts of this Lease containing the signatures (whether original or electronic transmission) of all parties shall be deemed to constitute a single, enforceable instrument.

30.6 Relationship of Parties. This Lease does not create the relationship of principal and agent or a partnership or joint venture, or of any association other than that of Landlord and Tenant.

- Signature page follows -

IN WITNESS WHEREOF, the parties hereto have executed or caused this Lease to be executed as of the day and year first above written.

LANDLORD:

GSP Woodsfield Street Inkster LLC
a Delaware limited liability company

By: [Signature]
Name:
Title:

STATE OF Virginia

COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this 7th day of May, 2021, by Ronald Packard, CEO of GSP Woodsfield Street Inkster, a limited liability company, on behalf of the company.

[Signature]
Notary Public
My Commission expires 9/30/2023



TENANT:

Inkster Preparatory Academy
An Michigan non-profit corporation and public charter school

By: [Signature]
Name: Garnet R. Green
Title: Board President
Inkster Preparatory Academy

STATE OF Michigan

COUNTY OF Wayne

The foregoing instrument was acknowledged before me this 26th day of April, 2021, by Garnet Green, Board President of Inkster Preparatory Academy, a non profit company, on behalf of the company.

[Signature]
Notary Public

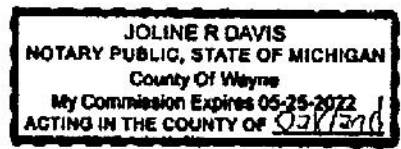


Exhibit A

LEGAL DESCRIPTION

Exhibit "A"

Northwest 1/4 of Section 19, Town 2 South, Range 10 East, City of Inkster, Wayne County, Michigan, described as: Beginning at a point on the East line of Inkster Road, 120 feet wide, distant South 89 degrees 33 minutes 00 seconds East, 60 feet and North 00 degrees 04 minutes 30 seconds West, 800.00 feet from the West 1/4 corner of Section 19, Town 2 South, Range 10 East; thence North 00 degrees 04 minutes 30 seconds West, 270.00 feet along the East line of Inkster Road; thence South 89 degrees 33 minutes 00 seconds East, 315.28 feet, along the South line of Woodsfield Avenue 60 feet wide, thence Southeasterly 773.99 feet along the arc of a curve to the left, radius 1881.05 feet, chord South 39 degrees 17 minutes 21 seconds East, 768.54 feet; thence North 89 degrees 33 minutes 00 seconds West 470.34 feet; thence North 00 degrees 27 minutes 00 seconds East, 222.99 feet; thence North 89 degrees 33 minutes 00 seconds West 120.90 feet; thence North 00 degrees 04 minutes 30 seconds West, 98.00 feet; thence North 89 degrees 33 minutes 00 seconds West, 212.00 feet to the point of beginning.

Together with and subject to easements for ingress and egress and parking as set forth in the Perpetual Easement Agreement dated May 25, 2005, between Michigan Educational Facilities, LLC, a Delaware Limited Liability Company and Property Link for Non-Profit, Inc, a Michigan non-profit corporation recorded June 20, 2005 in Liber 42982, Page 102.

Also together with a non-exclusive easement for vehicular ingress and egress as set forth in a deed dated March 30, 2006 from Michigan Education Facilities LLC, a Delaware Limited Liability Company to Joan Feraru and Valeria Feraru, husband and wife, recorded July 13, 2006 in Liber 45001, Page 168, over the following described parcel:

In the Northwest 1/4 of Section 19, Town 2 South, Range 10 East, City of Inkster, Wayne County, Michigan, described as: Beginning at the Northwest corner of Lot 314 of Cherry Hill Manor Subdivision No. 2, as recorded in Liber 72, page 59 of Plats, Wayne County Records; thence South 89 degrees 33 minutes 00 seconds East 25.29 feet, along the North lot line and the South line of Woodsfield Avenue (60 feet); thence South 00 degrees 01 minutes 53 seconds East 48.78 feet; thence 53.37 feet along the arc of a curve to the right, radius 1881.05 feet, chord North 28 degrees 18 minutes 52 seconds West 53.37 feet to the point of beginning.

Exhibit B

RULES AND REGULATIONS

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by Lessees or used by any Lessee for any purpose other than ingress and egress to and from the Property.
2. Plumbing fixtures and appliances shall be used only for the purpose for which designated, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by Lessee shall be paid by Lessee, and Lessor shall not in any case be responsible thereof.
3. No part of the Property may be defaced by Lessee.
4. Lessee shall not permit firearms to be brought into any part of the Property, nor shall Lessee do or permit anything to be done in the Property or bring or keep anything therein which will in any way increase the rate of fire insurance on the Property, or property kept therein, or obstruct or interfere with the rights of other Lessees, or in any way injure or annoy them, or conflict with the laws relating to fire, or with any regulations of the fire department, or with any insurance policy upon said Property or any part thereof, or conflict with any rules and ordinances of the local Board of Health or any other governing body.
5. Employees of Lessor will at all times keep a pass key and agents of Lessor shall at all times be allowed admittance to the Property with twenty-four (24) hours advance notice of Lessee, absent exigent circumstances in which case employees of Lessor shall be allowed immediate admittance to the Property.
6. Lessee will refer all contractors, contractors' representatives and installation technicians tendering any service related to Property improvements, services or operations to Lessor for Lessor's supervision, approval and control before the performance of any contractual services. This provision shall apply to all work performed in the Property, including, but not limited to, installation of telephones, telegraph equipment, electrical devices and attachments, and any and all installations of every nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment and any other physical portion of the Property.
7. Lessor shall have the power to prescribe the weight and position of safes and other heavy equipment (including files), which shall in all cases, to distribute weight, stand on supporting devices approved by Lessor. All damage done to the Property by taking in or putting out any property of a Lessee, or done by a Lessee's property while in the Property, shall be repaired at the expense of such Lessee.
8. Lessee shall notify the Lessor when heavy equipment is to be taken in or out of the Property, and the moving shall be done under the supervision of the Lessor, after written permit from Lessor. Persons employed to move such property must be acceptable to Lessor.
9. Corridor doors, when not in use, shall be kept closed, unless otherwise regulated by applicable law.

10. Lessee shall cooperate with Lessor's employees in keeping its Property neat and clean. Lessor shall in no way be responsible to Lessee, its agents, employees or invitees for any loss of property from the common or public areas or for any damages to any property thereon from any cause whatsoever.
11. Should Lessee require telegraphic, telephonic, annunciator or other communication service, Lessor will direct the electricians where and how wires are to be introduced and placed and none shall be introduced or placed except as Lessor shall approve, which approval will not be unreasonably withheld. Electric current shall not be used for power or heating without Lessor's prior written permission.
12. Lessee shall not make or permit any improper noises in the Property or otherwise interfere in any way with other Lessees or persons having business with them.
13. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. Nothing shall be thrown out the windows of the Property. No birds or animals shall be brought into or kept in, on or about Lessee's area without Lessor's prior written notice, eye-seeing animals excepted.
14. No windows or other openings that reflect or admit light into the corridors or passageways, or to any other place in said Property, shall be covered or obstructed by Lessee except for the windows that separate Lessee's space from the other Lessee.
15. No machinery of any kind shall be operated by Lessee on the Property without the prior written consent of Lessor, nor shall Lessee use, or keep, in the Property any flammable or explosive fluid or substance, except in connection with duplicating operations and then only in accordance with procedures approved by Lessor.
16. No portion of the Property shall at any time be used or occupied as sleeping or lodging quarters.
17. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed, and any damage resulting to them from misuse shall be borne by the person who shall occasion it.
18. If any Lessee desires to install draperies other than Property standard, they must be approved by Lessor before installation. Lessor or its agents shall have the right to enter the Property to examine the same or to make such repairs, alterations or additions as Lessor shall deem necessary the safety, preservation or improvement of the Property.
19. All glass, locks and trimmings in or about the doors and windows, and all electric fixtures belonging to the Property shall be kept whole, and whenever broken by anyone, shall be immediately replaced or repaired and put in order at Lessee's cost under the direction and to the satisfaction of Lessor, and upon Lessee's removal from the Property, shall be left whole and in good repair.
20. Any fixtures, except Smart Boards or similar technology equipment fastened to any part of Lessee's area shall be considered as part of the Property structure and will become the property of the Property upon Lessee's surrender of the Property.
21. No electric heaters are allowed in the Property without prior written consent of Lessor.

22. Lessor will not be responsible for lost or stolen personal property, money or jewelry from Lessee's leased area or public areas regardless of whether such loss occurs when area is locked against entry or not.

23. No smoking shall be allowed in the Property.

LESSOR RESERVES THE RIGHT TO RESCIND ANY OF THESE RULES AND REGULATIONS AND TO MAKE SUCH OTHER AND FURTHER REASONABLE RULES AND REGULATIONS AS IN ITS JUDGMENT SHALL, FROM TIME TO TIME, BE REQUIRED FOR THE SAFETY, PROTECTION, CARE AND CLEANLINESS OF THE PROPERTY, THE OPERATION THEREOF, THE PRESERVATION OF GOOD ORDER THEREIN AND THE PROTECTION AND COMFORT OF LESSEES AND THEIR AGENTS, EMPLOYEES AND INVITEES, WHICH RULES AND REGULATIONS, WHEN MADE AND WRITTEN NOTICE THEREOF IS GIVEN TO A LESSEE, SHALL BE BINDING UPON IT IN LIKE MANNER AS IS ORIGINALLY HEREIN PRESCRIBED.

CERTIFICATE OF USE AND OCCUPANCY
PERMANENT

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes/Building Division
P.O. Box 30254
Lansing, MI 48909
Authority: 1972 PA 230
(517) 241-9317

Building Permit No: BLDG16-01586

27355 WOODSFIELD ST
Inkster, MI 48141
COUNTY: Wayne

The above named building of Use Group E, Education and Construction Type 2B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

Print Date: 01/04/2017

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 3-7 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 they 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 3-7 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%

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 Inkster Preparatory Academy (“Academy”) is to prepare a diverse community of elementary school students to be successful in college and in their careers through a flexible and highly individualized educational experience that develops analytical, compassionate, disciplined, and self-directed learners.

The vision of Inkster Preparatory Academy is simple: to be the best school in Michigan. Seven core beliefs drive everything we do:

1. Schools should be accountable for their results and be financially self-sufficient.
2. Students should be prepared to pursue a wide variety of post-secondary options.
3. Schools and teachers should strive to maximize learning efficiency.
4. The learning environment matters.
5. Students should be taught core values.
6. Technology can increase engagement, access to resources, efficiencies and academic results.
7. More time spent learning yields greater results.

The Academy intends to create a high-performing and innovative school that produces students capable of exemplary levels of higher order thinking and student achievement, as well as prepares students for any post-secondary opportunity they wish to pursue. The Academy will be a place where all students have access to exceptional curriculum, tools and teaching to maximize success in life, regardless of geographic, financial or demographic circumstances. All Academy students will meet or exceed the state and district goals on the state assessment, and the Academy will provide a safe, caring and nurturing environment conducive to learning.

The Academy’s success is anchored by four critical components of educational philosophy:

1. The Academy sets high academic and behavioral expectations for all students and staff.
2. Students will come to understand and believe that success is the result of hard work.
3. Leadership, parents, students and staff will all make a shared commitment to our school.
4. Open and honest communication, and personal and shared responsibility will guide all Academy actions.

A strong school leader, capable of establishing an academic culture based on high expectations and accountability for students and staff is essential to create a school environment where all students can learn and excel. The Academy principal is highly skilled in working to build strong communities and, above all, has proven experience at increasing student achievement in reading, writing, mathematics, science and social studies. The principal possesses a clear vision for the Academy, and clearly articulates and plans for achieving this vision. The principal creates and empowers a leadership team that understands how to effectively use achievement data to inform

instruction, as well as understands how to use achievement, demographic, perception and process data to accelerate achievement for all learners. A culture of high expectations and accountability must be in place to allow staff and students to meet goals to close the achievement gap. The leader creates an environment centered on student and adult learning that is personalized and based on measureable outcomes with on-going feedback. The principal is highly skilled at developing a culture of collaboration and implements productive professional learning communities that work together to achieve desired results.

A foundational component essential for school success is helping students see the correlation between hard work and school success. The Academy implements a comprehensive Positive Behavior Intervention Support (“PBIS”) program designed to highlight students who make good choices that enhance the Academy learning environment. The Academy institutes a school-wide PBIS initiative to promote positive change in student behavior. Students who continually make positive choices receive recognition through awards that can be redeemed at the Academy’s PBIS store. Each instructor implements PBIS at the classroom level, with students being rewarded for following directions, completing assignments on time and showing respect to self and peers. The PBIS program recognizes students for hard work and effort and serves as a model for those individuals who are having trouble making good choices.

Additionally, the Academy institutes a mentoring program designed to help students make good choices. The Academy works with groups such as Big Brothers/Big Sisters and local churches and community organizations to provide students opportunities to be involved with positive role models that demonstrate the correlation between hard work and school success. Academy staff work with Big Brothers/Big Sisters programming on site to provide mentoring programs before school, after school and during the summer.

The Academy’s goal is to create a collaborative community where all stakeholders are a part of the Academy decision making process. The Academy implements research-based parent/family involvement programs based on the work of Joyce Epstein’s Six Types of Parent Involvement, and places emphasis on the decision making component of the framework as a fundamental underpinning of the day to day operations of the Academy. The principal works with parents and guardians to establish a parent–teacher organization where parent representatives play an active role in the decisions made at school. Parents/guardians play an active role on school-based committees including school improvement teams and in the development of Title I initiatives.

Academy staff understands that for the Academy to achieve the results necessary to accelerate academic achievement, there must be a positive relationship between the school, parents/guardians and community stakeholders. The Academy leadership team creates procedures and processes based on regular, open and honest communication through the Academy’s website, social media, print communication, texts, phone calls and face to face communication. The Academy’s goal is to build a culture of trust and respect so parents/guardians and community members view the Academy as a center of excellence. The Academy offers a variety of programs to make parents/guardians feel welcome as well as help parents/guardians understand the Academy not only supports their students’ academic learning, but is also a resource for day to day needs. These programs include a parent resource center, resume writing assistance, budgeting, tax preparation and workshops to help parents learn how to use technology and software programs.

The Academy's Educational Program personalizes learning for all students by maximizing integration of exceptional classroom teaching with innovative blended learning technologies and opportunities. In doing so, Academy leaders and staff leverage the power of academic data that an onsite personalized learning instructional program provides to deeply engage students, parents and teachers. This data fully and efficiently informs all instructional decisions, and allows the team to be nimble in its support of students. Staff receive on-going, job embedded professional development in data analysis and review to ensure teachers and support staff have a strong foundation in working with achievement, demographic, perception and process data. The rigorous, individualized, instructional model, developed by the Academy planning team, hinges on several fundamental principles:

- **More time matters:** the Academy has an full school day, from 8:00 am to 3:00 pm.
- **Leveraging technology builds better teachers:** when appropriate, using technology to individualize learning informs the critical time teachers are in front of students.
- **Data informs:** data driven instruction is a core tenet of the Academy's daily work.
- **Students learn at different paces:** data informs ways to group students at both grade level and achievement level, ensuring each student's needs are being met.
- **Be accountable:** the Academy uses benchmark assessments to monitor student progress, hold teachers accountable and improve performance.
- **Each child is unique:** every child has an Individualized Learning Plan ("ILP") based on an initial diagnostic.
- **Maintain pedagogical efficacy:** the Academy ensures the curriculum alignment to meet or exceed the most relevant standards.
- **It's more than just school:** the Academy builds learning opportunities, including online options, for students at home, available year round.

With this foundation, Academy students access diverse instructional methodologies each and every day, including: whole group instruction, small group learning based on ability, academic and grade level groupings, extended school day and summer instruction.

In order to efficiently and effectively serve all students at the highest possible level, each student is given an ILP based on an initial diagnostic assessment. Highly qualified, Michigan-certified teachers manage the overall student learning process by providing direct, whole group instruction, as well as targeted instruction based on individual student needs. This instruction is supported and informed by the integration of technology in classrooms. The digital curriculum is carefully curated and allows students to focus on core competencies while providing teachers and Academy leaders with comprehensive, quality data necessary to evaluate student and teacher progress and tailor instruction appropriately.

One of the key items the academic team leverages daily is the student learner profile, a result of the combined impact of accessible data, great teachers and the ability to guide students to material relevant for their learning. Consider this example: a 3rd grade student's learning profile reveals mastery of all the state standards in math at the Kindergarten and 1st grade level, but gaps at the 2nd grade level. For one 45 minute math block per day, that student will join grade level peers with similar learning needs. Through small group instruction with the teacher, along with additional instruction and practice through adaptive software, student gaps are quickly remediated

and the percent of standards mastered at the 2nd grade level increases dramatically. During the second 45 minute math block during the same day, this same student works with the homeroom class to receive direct instruction on 3rd grade standards. Teachers use whole group, small group and technology-supported individualized instruction to support student mastery of grade level standards. In doing so, teachers assess gaps in learning for each child and create a specific schedule and plan for individual academic growth.

The Academy team takes multiple approaches to ensure this model is delivered with efficacy, including technology-enhanced rotations, direct instruction, remediation and enrichment. For starters, the Academy utilizes two personalized learning rotational models, each briefly described here:

1. **Rotation model** - A program in which, within a given course or subject (e.g., math), students rotate between learning modalities, at least one of which is digital learning. Other modalities might include activities such as small-group or full-class instruction, group projects, individual tutoring and pencil-and- paper assignments.
2. **Station Rotation** (also referred to as Classroom Rotation or In-Class Rotation) - A rotation model implementation in which within a given course or subject students rotate on a fixed schedule or at the teacher’s discretion among classroom-based learning modalities. The rotation includes at least one station for digital learning. Other stations might include activities such as small-group or full-class instruction, group projects or individual tutoring.

In addition, the Academy delivers direct instruction for core content classes with highly qualified, Michigan-certified teachers across all content areas: math, English language arts (“ELA”), social studies and science for specific periods of the day. Direct instruction supports mastery of standards and focuses on specific strategies or skills and allows students to work effectively through coursework. Teachers carefully review and analyze data from assessments on a weekly basis to ensure the instruction being delivered best meets students’ individual needs.

The Academy’s holistic approach includes a strong remediation and enrichment program: students receive enrichment or remediation working in small groups or 1:1 with core content area teachers throughout the week. Teachers review assessment results and course progress data on a weekly basis to identify learning gaps and provide further individualized support to ensure all students are successful. Remediation and enrichment take place throughout the school day and are provided during before- and after-school programming as well as in the summer.

The Academy meets the needs of all learners. The educational program is designed to meet the needs of students achieving at, below and above grade level. The Academy implements a comprehensive Multi-Tiered Systems of Support (“MTSS”) framework that provides research based interventions and on-going progress monitoring to all students including students receiving specialized services and English Language Learners (“ELLs”).

The MTSS program enables each classroom teacher an opportunity to provide tiered interventions, with all students receiving Tier I interventions within the classroom setting. Students struggling to master Michigan’s academic standards may require more intense instruction and may receive Tier II interventions. Students needing the most intensive interventions receive Tier III MTSS services.

On-going progress monitoring is embedded into the MTSS program to ensure the achievement gap is closing.

Students achieving at high levels are provided with specialized instruction that includes independent projects of study aligned with the Michigan Academic Standards (“MAS”). The Academy meets the needs of gifted learners through single subject acceleration, cluster grouping, curriculum compacting, independent studies and on-line programming.

The Academy employs research based methods to address the needs of ELL students as needed. This may include a combination of bilingual and sheltered instructional strategies as well as push in or pull- out support for all content areas. The specific needs of ELL students may be identified and addressed through the MTSS process in order to ensure each individual’s success.

When making educational placement decisions for students with disabilities, the Academy will ensure that parents are contributing members of the Individualized Educational Program (“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.

The Academy contracts with specialized outside service providers who are experts in providing such services to charter schools in Michigan. Additionally, the Academy employs teachers as needed through its Educational Service Provider or other contractual arrangements who possess certification in special education areas, as well as dual or multiple certifications across disciplines.

Educational Development Plan (“EDP”)

The Academy requires that each 7th grade student works with their teachers, parents and counselors to develop an EDP. Students’ EDPs will be maintained in accordance with the policies outlined in

the Family Education Rights and Privacy Act (“FERPA”). The student’s EDP will be used for learning and planning goals to help the student attain their career goals by mapping the level of educational preparation that they will need. As part of the EDP process, students will be encouraged to think beyond high school and put in place a plan of action that align their career goals, including the amount of education/certification they will need while trying to provide experiences for that student in the career of their choice. Students’ EDPs will be updated to accommodate each student’s growing interests and needs and include high school course selections, expected high school graduation date, as well as timelines for possible college applications.

Curriculum

The Academy is built on a strong foundation of high expectations for academic achievement for all students. A standards based curriculum that teaches students skills for college and career readiness is fundamental to the teaching and learning program implemented at the Academy. Teachers receive on-going professional development in unpacking learning standards so students develop the skills necessary to successfully advance from one grade level to the next. The Academy curriculum is built on the MAS for ELA, mathematics, science, social studies, art, technology and physical education.

The curriculum’s foundation is critical to successful curriculum implementation. Teachers implement the curriculum in alignment with the state standards for each grade level and understand the complexity of the progression of the standards. Professional development and on-going academic coaching help teachers understand the need to shift away from traditional instruction to the development of lessons designed in a manner that engages students and embeds rigor into daily instruction.

The Academy works collaboratively with its partner, Accel Schools, to ensure the curriculum is implemented with fidelity. All students receive core instruction on grade level standards. Curriculum resources are research based and provide materials to increase achievement for students achieving at, below and above grade level. The teachers and students use digital resources in daily instruction and each classroom is outfitted with the technology necessary to support instruction and target the individual needs of students. Curriculum resources provide on-going assessment data for teachers to use to inform instruction; these resources are used in conjunction with Northwest Evaluation Association™ (“NWEA™”) Measures of Academic Progress® (“MAP®”) Growth™ and other assessment results to group students for individual, small group and guided instruction.

English Language Arts (“ELA”)

The ELA curriculum is based on the MAS for ELA. The standards provide specific learning outcomes for ELA and Literacy in history/social studies, science and technical subjects. The standards are divided into strands for reading, writing, speaking and listening and language. The MAS for ELA provide a framework to be a literate person in the twenty-first century. According to the National Council of Teachers of English, twenty-first century readers and writers need to:

- Gain proficiency with tools of technology.

- Develop relationships with others and confront and solve problems collaboratively and cross-culturally.
- Design and share information for global communities to meet a variety of purposes.
- Manage, analyze and synthesize multiple streams of simultaneous information.
- Create, critique, analyze and evaluate multimedia texts.
- Attend to the ethical responsibilities required by these complex environments.

Academy teachers understand all students must have a strong foundation in reading and writing and know a strong literacy program is the bedrock for students to experience sustained academic success. The ELA standards promote learning at level four Depth of Knowledge (“DOK”), foster creativity and develop innovative thinkers capable of solving problems of today’s ever changing world.

The Academy’s middle school STEAM language arts is focused on creating students that can comprehend and communicate effectively through all types of communications (written, visual, auditory, technological, etc.). Students work through grade level thematic units using Journeys and AMP modules. Students will also create pieces of work quarterly to include:

- Poetry
- Research Papers
- Black History Projects
- Marketing Materials for School Community Garden

The ELA standards provide for shifts away from traditional instruction that include:

- Building knowledge through content rich non-fiction and informational texts.
- Reading and writing is grounded in evidence from text.
- Regular practice with complex text and its academic vocabulary.

The MAS are embedded with foundational skills which include four strands: print concepts, phonological awareness, phonics and word recognition and fluency. These foundational skills are supported by four strands that continue across all grades kindergarten through grade twelve, which include: key ideas and details; integration of knowledge and ideas; craft and structure; and range and level of text complexity.

The Academy ELA curriculum places emphasis on:

1. Strong beginning reading skills that include phonemic awareness, phonics and fluency.
2. Writing based on what students read and the promotion of argumentative writing.
3. Tier 2 vocabulary and the building of academic vocabulary skills.
4. Increased opportunities for students to access informational texts as students move through grade levels.
5. Access to complex texts and explicit instruction that teach critical components of complex texts such as different purposes, genres, organization and structures of texts.
6. Close reads that require students to provide evidence and support from texts, answer text dependent questions and integrate knowledge and ideas from different parts of text and across more than one text.

The MAS for writing de-emphasize narrative writing and place an increased emphasis on argumentative and informational writing. Academy teachers promote writing across the curriculum with regular opportunities to write in social studies, mathematics, science and enrichment classes.

The Academy works collaboratively with Accel Schools to develop standards based curriculum maps with pacing guides for each grade that outline the standards students are required to master before progressing to the next grade level. The ELA curriculum resources build on the complexity of skills required for success as students progress to middle school, high school and post-secondary education. All resources are available in digitized formats with opportunities for on-line learning for students and on-line professional development for teachers.

English Language Arts – Focus of Instruction

Kindergarten – Reading

- Demonstrate an understanding of the concepts of print while reading.
- Activate and construct meaning from pictures and illustrations to sequence a story from pictures and illustrations.
- Show the sound and symbol relationship between letters of the alphabet and their sounds in words.
- Read and spell a list of frequently sounded words.
- Read, view, and listen to a variety of genre to explore and respond to a pattern, style, structure, or purpose in a guided / or independent setting.

Kindergarten – Writing

- Write to communicate a purpose for a variety of purposes.
- Share a personal experience and dictate / write that story for publication.
- Approximate the reading and writing of poetry through singing, listening to, and viewing rhythms, rhymes, songs, and patterned literature.

Grade 1 – Reading

- Demonstrate concepts of print in shared or individual settings for multiple purposes using a variety of texts.
- Increase fluency and increase meaning by incorporating phonetic skill to include selected word families, consonants, and vowel soundings while reading.
- Read stories from various genres focusing on problems, setting, character, solution, and theme.
- Read books to identify the author and illustrator and justify whether the texts are narrative or informational.
- Read stories with fluency and expression from a leveled set of books, using selected reading strategies.
- Locate and use selected parts of a book, including the title page, table of contents, glossary, and front and back cover to find information, and compare the information found in other media.

Grade 1 – Writing

- Write a complete sentence for a purpose and intended audience.

- Write in legible manuscript about three topics, both narrative and informational.
- Read and write poetry.
- Correctly spell words in written work.
- Collaboratively research a topic using a variety of references, write a factual report and individually create a visual response.

Grade 2 – Reading

- Decode words to demonstrate fluency and comprehension.
- Read to identify specific elements of various genre including character traits.
- Read and analyze narrative and informational texts, focusing on author’s purpose and theme.
- Read narrative and informational texts to construct meaning using key strategies.
- Read orally with fluency and expression from a leveled set of books using selected reading strategies to construct meaning.
- Alphabetize the second letter to locate and organize information in the dictionary / glossary and other resources.

Grade 2 – Writing

- Write a paragraph incorporating a main idea sentence with three supporting details.
- Write titled stories, using elements of various genres.
- Write a friendly letter including date, greeting, body, closing, and signature.
- Read and write poetry.
- Correctly spell words in written work.
- Produce a researched magazine article, using a variety of resources.

Grade 3 - Reading

- Read and analyze classic and contemporary realistic fiction.
- Read informational selections and poetry, using a variety of reading strategies to construct meaning.
- Read orally with fluency and understand using phonological awareness and structural analysis skills and content clues.
- Read analyze and summarize informational selections to identify central purpose, major ideas, and supportive detail.

Grade 3 – Writing

- Write a letter to express appreciation, ask a question, or extend an invitation.
- Write a poem and a personal narrative.
- Write a summary, including a major idea and supporting details, based on informational text.
- Write a summary, including a major idea and supporting details, based on informational text.
- Correctly spell words in written work.

Grade 4 – Reading

- Read a variety of contemporary literature including: myths / legends, fantasy, and adventure, to analyze, verify and justify story elements.
- Analyze various reading, viewing, and listening, to determine author's, illustrator's or speaker's purpose, craft or voice.
- Read to analyze the characteristics, sequence of events and cause and effect relationships of biographical and autobiographical selections.
- Read and analyze informational texts, using reading strategies to identify theme or main idea.
- Develop research skills using a world almanac to determine important information.

Grade 4 – Writing

- Compose business letters using legible cursive writing or word processing and correct format.
- Write an informational report by analyzing and applying structure and technique of exemplary writing.
- Write an extended response to a prompt, making connections to his or her own experiences.
- Analyze and write original poetry, focusing on ideas, vivid and varied language form, and style.
- Write narratives including myth/legend, fantasy, and adventure.
- Correctly spell words independently in written work and correctly use content related vocabulary words.

Grade 5 – Reading

Word Recognition and Word Study

- Explain when to use and apply word structure, sentence structure and prediction.
- Use structural, syntactic and semantic cues to read frequently encountered words
- Automatically recognize frequently encountered words in print
- Know the meanings of words frequently encountered

Fluency

- Fluently read beginning grade-level text and increasingly demanding text

Vocabulary

- Determine the meaning of words and phrases

Narrative Text

- Analyze how characters and communities reflect life
- Analyze structure, elements, style and purpose of narrative genre
- Analyze how characters' traits and setting define the plot, climax, the role of dialogue and how problems are resolved
- Explain how authors use literary devices to develop characters, themes, and plots

Informational Text

- Analyze the structure, elements, features, style and purpose of text
- Identify and describe informational text patterns
- Explain how authors use text features to enhance supporting ideas

Comprehension

- Connect personal knowledge, experiences and understanding of the world
- Retell through summarization
- Analyze global themes, truths and principles
- Apply knowledge across the curriculum

Metacognition

- Students will self-monitor comprehension when reading or listening to text.

Reading Attitude

- Students will be enthusiastic about reading and do substantial reading and writing on their own.

Grade 5 – Writing

Writing Genre

- Write a cohesive narrative piece using a specific time period and setting to enhance the plot, role, functions of a characters and conflicts / resolutions
- Write poetry based on a reading
- Write a position piece that demonstrates understanding of central ideas
- Produce a research paper

Writing Process

- When writing students will consider their audience
- Apply pre-writing strategies for both narrative and informational writing
- Create draft writings using focused ideas and features
- Revise drafts based on constructive and specific oral and written responses
- Proofread and edit writing using grade-level checklists

Personal Style

- Students will exhibit a personal style and voice to enhance the written message in both narrative and informational writings

Grammar and Usage

- Students will exhibit proper use of grammar in their writings

Spelling

- Students will exhibit correct spelling of words and frequently encountered words

Handwriting

- Students demonstrate neat and legible compositions and be enthusiastic about their writings

Journeys

The Academy uses Houghton Mifflin Harcourt™ *Journeys* as a primary resource to implement the ELA curriculum. The *Journeys* program provides core reading instruction to Academy students. *Journeys* delivers effective vocabulary instruction, reading comprehension instruction and differentiation to meet the needs of all learners.

Vocabulary

Journeys focuses on three purposes for teaching vocabulary:

- 1) To facilitate comprehension
- 2) To build academic vocabulary
- 3) To teach about words

Each lesson follows a consistent format that begins with opening activities focused on target vocabulary words and reinforced on “Vocabulary in Context Cards,” which introduce and preview the words for students. Teachers receive on-line professional development that assists with providing explicit vocabulary instruction prior to students reading the *Journeys* selection aligned to the daily lesson. This ensures students have the vocabulary necessary to comprehend and embrace complex text. Vocabulary is further reinforced through the use of Leveled Vocabulary Readers. A priority area in *Journeys* is connecting vocabulary instruction with comprehension so neither is taught in isolation.

Comprehension

To achieve the high standards for literacy, students must develop comprehension strategies that enable them to meet increasing literacy demands as students move from grade to grade. *Journeys* recognizes the importance of background knowledge to comprehension and the importance of making connections; each lesson in *Journeys* targets the activation of prior knowledge before reading. Students have opportunities to make connections from text to self, text to text and text to the world. The series helps students to make connections between reading and other content areas through the *Journeys* “Science Connection” and “Social Studies Connection” components.

Students develop critical thinking skills by writing a response to reading selections. *Journeys* helps students to think about their own thinking and make connections to what is taking place in the community and in the world.

Decoding

Teachers in grades K – 5 have support for decoding instruction that focuses on phonics and high-frequency words within each unit as appropriate. Opening routines include phonemic awareness as students work in centers on decoding and other literacy skills. *Journeys* provides intervention support for students that need to develop decoding skills in later grades.

Fluency

Fluency instruction is integrated into weekly instruction. *Journeys* includes interactive read-aloud and shared reading to serve students with daily models of fluent reading.

Assessments

Journeys provides teachers with weekly assessments and end of unit assessments that provide on-going achievement data relating to student progress. Additionally, intervention assessments are provided for on-going monitoring of students receiving targeted support to specific interventions students are receiving to close gaps in literacy.

STEAM (Sciences, Technology, Engineering, Arts, Mathematics) Approach

The Academy’s middle school will focus on a STEAM approach designed to inspire and prepare students to be problem solvers in a quickly changing world. Our goal is that students will be successful and are skilled in the areas of effective communication; collaboration; leadership; research and analysis; creativity; adaptability; and entrepreneurship.

S: Science Standards and Social SCIENCE

T: Incorporation of TECHNOLOGY

E: Principles of ENGINEERING and Design
A: English Language and Performing/Visual ARTS
M: Application of MATHEMATICS

A STEAM approach plan has been developed for the Academy's middle school students. This approach focuses on student participation, supported by school data and research, and addresses all components of the STEAM continuum. The STEAM program includes science, math, music, and visual arts and offers other courses in technology and media arts. STEAM core teachers and teachers in elective areas must regularly make explicit efforts to infuse science, technology, engineering, arts and math content, requiring students to synthesize knowledge across disciplines. Interdisciplinary, relevant, real world integration of standards is used daily throughout all STEAM subject areas. Students regularly work cooperatively with clearly defined individual and team expectations to apply STEAM skills, frame STEAM-related problems and test solutions that incorporate STEAM content.

English Language Arts

IPA's middle school STEAM language arts is focused on creating students that can comprehend and communicate effectively through all types of communications (written, visual, auditory, technological, etc.). Students will work through grade level thematic units using Journeys and AMP modules. Students will also create pieces of work quarterly to include:

- Poetry
- Research Papers
- Black History Projects
- Marketing Materials for School Community Garden

Grade 6 – Reading

Comprehension

- 9 Forms of Literature
- Short Stories
- Harriet Tubman

Strategies

- Study Skills
- Analyze Characters
- Setting
- Character
- Plot
- Point of View
- Symbolism
- Theme
- Mood
- Tone
- Style
- Plot Analysis

Grade 6 – Writing

- Launching Writer's Notebook

- Independent Reading
- Argument Paragraph
- Narrative Reading
- Literary Essay
- Informational Reading
- Informational Essay
- Writing the Argument

Grade 7 – Reading Literature and Informational Text

- Cite textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text
- Determine 2 or more themes or central ideas of a text and analyze its development over the course of the text; provide an objective summary of the text.
- Analyze how an author develops and contrasts the points of view of different characters or narrators in a text
- Read and comprehend literature, including stories, dramas, and poems, in the grades 6-8 text complexity band proficiently, with scaffolding as needed at the high end of the range
- Determine two or more central ideas in a text

Grade 7 – Writing

- Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.
- Draw evidence from literacy or informational texts to support analysis, reflection, and research

Mathematics

The Academy implements the MAS for mathematics to ensure students are prepared not only to master the standards for high school algebra, but are able to take and pass high school algebra while in middle school. The standards provide opportunities for teachers to make a shift in instruction to teach mathematics in a focused, coherent and rigorous manner. The standards provide:

- *Focus where the standards focus.* Teachers focus deeply on the major work of each grade level so students have a strong foundation and conceptual understanding, a high degree of procedural skill and fluency and the ability to solve real world problems.
- *Coherent progressions from one grade to another.* Learning is carefully constructed to allow students to build new understanding onto foundations built in previous years. Each standard is an extension of previous learning.
- *Rigor in conceptual understanding, procedural skill and fluency, and application with equal intensity.* The embedded rigor begins in the early grades and continues as students move from early elementary to intermediate and on to middle and high school.

The MAS place emphasis on specific practices and proficiencies teachers should strive to develop in students. Academy teachers implement the MAS mathematical practices so scholars achieve proficiency to:

- Make sense of problems and persevere in solving them.
- Reason abstractly and quantitatively.
- Construct viable arguments and critique the reasoning of others.
- Model with mathematics.
- Use appropriate tools strategically.
- Attend to precision.
- Look for and make use of structure.
- Look for and express regularity in repeated reasoning.

Middle school STEAM math will incorporate technology, problem solving, math language fluency and real world application in daily lessons as well as focus on having students reach a high level performance in the following areas:

- Basic operations of natural and real numbers
- Percentages, fractions, decimals and ratios
- Solving and graphing equations and linear inequalities
- Square and cubic measurements
- Practice with problems in statistics and probability

Curriculum resources are aligned with the MAS for mathematics and provide the components of rigor including conceptual understanding, application and procedural skill and fluency. The curriculum provides research based interventions to meet the needs of struggling learners as well as advanced learners. Teachers use the resources to construct engaging lessons that promote the integration of technology, project based learning and the application of the standards to solve real world problems. Curriculum resources provide a strong foundation for all Academy students.

Teachers understand that a solid foundation in whole numbers, addition, subtraction, multiplication, division, fractions and decimals support a student's ability to learn and apply more demanding mathematical concepts in upper elementary, middle and high school. The math standards for early elementary grades are constructed in a manner that allow students to spend sufficient time mastering the building blocks of mathematical thinking. Teachers in kindergarten through grade two establish the groundwork for scholars to apply mathematics to solve real world problems. At the early grades, students are able to reason about numbers and explain and defend answers. Grades three through five deepen learning of skills and strategies for multiplications and division, fractions, arrays, area and geometric figures.

Academy teachers receive on-going, job embedded professional development beginning at pre-service and extending throughout the school year. Teachers receive the professional development necessary to plan and implement the CCSS for mathematics with the rigor needed to ensure students are college and career ready. Using backward design, teachers develop deep knowledge regarding the skills high school students need to master Algebra I, Algebra II and Geometry and an awareness of the skills and concepts students must have to be proficient on the required state

assessment in eleventh grade. This background information helps teachers understand the importance of providing a rigorous mathematics program in the elementary grades.

Focus of Instruction – Mathematics

Kindergarten

Counting and Cardinality

- Know number names and count sequence.
- Count to tell the numbers of objects.
- Compare numbers.

Operations and Algebraic Thinking

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

Number and Operations in Base Ten

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

Measurement and Data

- Describe and compare measurable attributes
- Classify objects and count the number of objects in categories.

Geometry

- Identify and describe shapes.
- Analyze, compare, create, and compose shapes.

Grade 1

Operations and Algebraic Thinking

- Represent and solve problems involving addition and subtraction.
- Understand and apply properties of operations and the relationship between addition and subtraction.
- Add and subtract within 20.
- Work with addition and subtraction equations.

Number and Operations in Base Ten

- Extend the counting sequence.
- Understand place value.
- Use place value understanding and properties of operations to add and subtract.

Measurement and Data

- Measure lengths indirectly and by iterating length in units.
- Tell and write times.
- Represent and interpret data.

Geometry

- Reason with shapes and their attributes.

Grade 2

Operations and Algebraic Thinking

- Represent and solve problems involving addition and subtraction.
- Add and subtract within 20.
- Work with equal groups of objects to gain foundations for multiplication.

Number and Operations in Base Ten

- Understand place value.
- Use place value understanding and properties of operations to add and subtract.

Measurement and Data

- Measure and estimate lengths in standard units.
- Relate addition and subtraction to length.
- Work with time and money.
- Represent and interpret data.

Grade 3

Operations and Algebraic Thinking

- Represent and solve problems involving multiplication and division.
- Understand properties of multiplication and the relationship between multiplication and division.
- Multiply and divide within 100.
- Solve problems involving the four operations and identify and explain patterns in arithmetic.

Number and Operations in Base Ten

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

Number and Operations – Fractions

- Develop an understanding of fractions as numbers.

Measurement and Data

- Solve problems involving measurement and estimation of intervals of time, liquid, volumes, and masses of objects.
- Represent and interpret data.
- Geometric measurement: understand concepts of area and relate area to multiplication and to addition.
- Geometric measurement: recognize perimeter as an attribute of plane figures and distinguish between linear and area measures.

Geometry

- Reason with shapes and their attributes.

Grade 4

Operations and Algebraic Thinking

- Use the four operations with whole numbers to solve problems.
- Gain familiarity with factors and multiples.
- Generate and analyze patterns.

Number and Operations in Base Ten

- Generalize place value understanding for multi-digit whole numbers.
- Use place value understanding and properties of operations to perform multi-digit arithmetic.

Number and Operations – Fractions

- Extend understanding of fraction equivalence and ordering.

- Build fractions from unit fractions by applying and extending previous understandings of operations on whole numbers.
- Understand decimal notation for fractions, and compare decimal fractions.

Measurement and Data

- Solve problems involving measurement and conversion of measurements from a larger unit to a smaller unit.
- Represent and interpret data.
- Geometric measurement: understand concepts of angle and measure angles.

Geometry

- Draw and identify lines and angles, and classify shapes by properties of their lines and angles.

Grade 5

Number and Operations

- Understand division of whole numbers
- Multiply and divide whole numbers
- Find prime factorizations of whole numbers
- Understand meaning of decimal fractions and percentages
- Understand fractions as division statements; find equivalent fraction
- Multiply and divide fractions
- Add and subtract fractions using common denominators
- Multiply and divide by powers of ten
- Express, interpret, and use ratios; find equivalences

Measurement

- Express, interpret, and use ratios; find equivalences
- Find areas of geometric shapes using formulas
- Understand the concept of volume

Geometry

- Know the meaning of angles, and solve problems

Data and Probability

- Construct and interpret line graphs

Grade 6

The Number System

- Apply and extend previous understandings of numbers to the system of rational numbers.
- Identify a number and its opposite.
- Compare and order integers using a number line.
- Find the absolute value of a number and rational numbers.
- Compare and order a set of rational numbers.
- Classify whole numbers, integers, and rational numbers using a visual representation such as a Venn Diagram.
- Multiply and divide decimals.
- Apply and extend previous understandings of multiplication and division to divide fractions by fractions.

- Multiply fractions and mixed numbers.
- Divide fractions and mixed numbers.
- Solve problems involving multiplication and division of fractions.
- Compute fluently with multi-digit numbers and find common factors and multiples.
- Find the greatest common factor of two whole numbers less than or equal to 100.
- Find least common multiple of two whole numbers less than or equal to 12.
- Use the distributive property to express a sum of two whole numbers 1-100.

Ratios and Proportional Relationships

- Understand ratio concepts and use ratio reasoning to solve problems.
 - Represent ratios.
 - Write ratios and find equivalent ratios.
 - Use rates and unit rates to compare quantities.
 - Apply qualitative and quantitative reasoning to solve problems.
 - Compare additive and multiplicative relationships.
 - Solve problems with proportions.
 - Convert units within a measurement system
- #### Ratios and Proportional Relationships
- Understand ratio concepts and use ratio reasoning to solve problems.
 - Represent percents with concrete models and fractions.
 - Generate equivalent forms of fractions, decimals, and percents using real-world problems.
 - Solve real-world problems involving percent.

Expressions and Equations

- Apply and extend previous understandings of arithmetic to algebraic expressions.
 - Generate equivalent numerical expressions using exponents and prime factorization.
 - Simplify numerical expressions using the order of operations.
 - Reason about and solve one-variable equations and inequalities.
 - Write, model, and solve one-variable, one-step equations to represent constraints or conditions within problems.
 - Write inequalities.
 - Represent and analyze quantitative relationships between dependent and independent variables.
 - Identify independent and dependent quantities from tables and graphs.
 - Write an equation that represents the relationship between independent and dependent quantities from a table.
 - Represent a given situation using verbal descriptions, tables, graphs, and equations in the form $y=kx$ or $y=x+b$.
 - Graph points in all four quadrants using ordered pairs of rational numbers.
- #### Expressions and Equations
- Apply and extend previous understandings of arithmetic to algebraic expressions to evaluate and generate equivalent expressions.
 - Determine if two expressions are equivalent.
 - Evaluate algebraic expressions for the given value of a variable.
 - Generate equivalent expressions using the properties of operations.

Geometry

- Solve real-world and mathematical problems involving area, surface area, and volume.
- Model area formulas for quadrilaterals, triangles by decomposing and rearranging parts of shapes.
- Write equations that represent problems related to the area and volume of quadrilaterals and triangles where dimensions are positive rational numbers.

The Number System

- Apply and extend previous understandings of multiplication and division to divide fractions by fractions.
- Use absolute value to find distances between points in the coordinate plane.
- Solve problems that involve drawing polygons in the coordinate plane and finding the length of a side.

Statistics and Probability

- Develop understanding of statistical variability.
- Summarize and describe distributions.
- Represent numeric data graphically, including dot plots, histograms, and boxplots.
- Use graphical representations of numeric data to describe the center, spread, and shape of data distribution.
- Summarize numeric data with numerical summaries, including the mean and median and the range and interquartile range.
- Interpret numeric data summarized in dot plots, histograms, and boxplots.
- Summarize categorical data with numerical and graphical summaries, including mode and relative frequency tables.

Grade 7

- Analyze proportional relationships and use them to solve real-world and mathematical problems.
- Apply and extend previous understandings of operations with fractions to add, subtract, multiply, and divide rational numbers.
- Use properties of operations to generate equivalent expressions.
- Solve real-life and mathematical problems using numerical and algebraic expressions and equations.
- Draw, construct and describe geometrical figure and describe the relationships between them.
- Solve real-life and mathematical problems involving angle measure, area, surface area, and volume.
- Use random sampling to draw inferences about a population.
- Draw informal comparative inferences about two populations.
- Investigate chance processes and develop, use, and evaluate probability models.

Go Math![®]

The Houghton Mifflin Harcourt *Go Math!* curriculum is used to teach the MAS for mathematics. *Go Math!* provides a standards based approach integrated with creative instruction and digital learning to provide a robust approach to mathematics instruction. *Go Math!* is aligned to the Common Core State Standards (“CCSS”) for mathematics and provides teachers with the

alignments to the CCSS. The program provides balanced instruction on mathematical content and practices that focuses on application, critical thinking and multiple representations. *Go Math!* units, modules and lessons follow a five step pattern of instruction that includes:

1. *Engage* – the Essential Question gets students thinking about the lesson content.
2. *Explore* – activities and exercises that encourage students to investigate lesson content and practice skills are provided.
3. *Explain* – students engage in activities to explain their understandings such as: Connect Vocabulary, Questioning Strategies, Connect to Daily Life and Talk About It.
4. *Elaborate* – teachers assess student knowledge and skills using Guided and Independent Practice; examples are: Personal Math Trainer assessments, Lesson Quizzes and Leveled Practice.
5. *Empowerment* – Empowers teachers with comprehensive professional development including workshops and e-learning opportunities.

Students are challenged to incorporate writing and talking about mathematics to learn, reflect on and refine mathematical ideas. Each unit provides vocabulary instruction where students review words, preview words and complete activities to use mathematical terms in different ways. *Go Math!* provides real world examples, mathematical modeling, how math applies to other content areas and real world connections using technology and current events. Units include opportunities for higher order thinking skills and performance tasks that require students to use reasoning skills, represent situations symbolically, use mathematical models, and state answers explaining the step by step process for solving problems.

Go Math! provides teachers a variety of assessment tools to support data driven instruction. Students at each grade level are given a diagnostic assessment at the beginning of each school year to identify those students who are at risk and in need of targeted, research based interventions to close gaps in learning. Formative assessments are embedded into instructions so teachers and students have on-going achievement data to inform both teaching and learning. In addition, the program includes leveled module quizzes, unit tests, performance tasks and quarterly benchmark tests. The online assessment component allows teachers to monitor student progress through reports and alerts, and to use course assessments or create and customize assignments aligned to specific lessons and standards. Using data provided through a robust assessment program, teachers are able to differentiate instruction, implement leveled practice sheets, reteach concepts on an individual and small group basis and use extending activities to challenge students who are ready to move ahead.

Science

The Michigan Science Standards were approved by the Michigan Department of Education in November 2015. The standards are based on the Next Generations Science Standards (“NGSS”), which were constructed in accordance with how students learn best. The framework suggests students need to be engaged in science using the same practices used by scientists and engineers. Additionally, the framework supports the concept that students should engage in science and engineering practices with core ideas that become more complex as students advance from grade to grade. The emphasis is on how science concepts are interdisciplinary in nature, therefore

providing opportunities for the integration of science with mathematics, technology, the arts and other disciplines.

The science standards are organized by grade level and reflect the developmental nature of learning. Within each grade level, performance expectations for students are organized around topics. The standards and topics integrate science and engineering practices into a framework for all grade levels which include:

1. Asking questions and defining problems
2. Developing and using models
3. Planning and carrying out investigations
4. Analyzing and interpreting data
5. Using mathematics and computational thinking
6. Constructing explanations and designing solutions
7. Engaging in argument from evidence
8. Obtaining, evaluating, and communicating information

The curriculum includes study in life science, physical science and earth and space science and fully integrates engineering, technology and the application of science. The continuum provides opportunities for teachers to plan cross curricular activities that incorporate mathematical concepts and teach non-fiction informational reading and writing skills at each grade level. Scholars receive instruction based on the inquiry model and will regularly conduct investigations with real world applications. Academy students cover the following science topics:

Kindergarten

- Forces and Interactions: Pushes and Pulls
- Interdependent Relationships in Ecosystems: Animals, Plants and Their Environment
- Weather and Climate
- Engineering and Design

Grade 1

- Waves: Light and Sound
- Structure, Function, and Information Processing
- Space Systems: Patterns and Cycles
- Engineering Design

Grade 2

- Structure and Properties of Matter
- Interdependent Relationships in Ecosystems
- Earth's Systems: Processes that Shape the Earth
- Engineering Design

Grade 3

- Engineering Process
- Plants and Animals

- Ecosystems and Interactions
- Change to the Earth's Surface
- Water and Weather
- Simple Machines

Grade 4

- Engineering Process
- Plants and Animals
- Energy and Ecosystems
- Weather Patterns
- Earth and Space
- States of Matter
- Forms of Energy

Grade 5

- Integrates traditional science content with engineering
- Structure and Properties of Matter
- Matter and Energy in Organisms and Ecosystems
- Earth's Systems
- Space Systems: Stars and the Solar System
- Engineering Design

Grade 6

- Water on the Move: The Water Cycle
- Investigating and Modeling Body
- Forces and Motion
- Plant Growth
- Interactions within Ecosystems
- Cycling of Energy and Matter Through Food Webs

Grade 7

- The Nature of Science
- Measurement and Data
- Cells
- Reproduction and Heredity
- Diversity of Living Things
- Living Systems
- Human Body Systems
- Earth's Changing Surface
- Living in Space

Science Fusion/Science Dimensions®

Houghton Mifflin Harcourt *Science Fusion/Science Dimensions* is used to implement the science curriculum at the Academy. *Science Fusion/Science Dimensions* is aligned to the NGSS. The

program is inquiry based and designed in a manner to engage student interest. *Science Fusion/Science Dimensions* challenges students to think about real life applications, with Science, Technology, Arts, Engineering, and Math (“STEAM”) skills being emphasized throughout the series. Lab activities are built into inquiry lessons that incorporate directed inquiry, guided inquiry and independent inquiry. In addition to a comprehensive digital curriculum, each student has a write-in edition that incorporates vocabulary work, math and writing and a reading component. Leveled readers provide rich opportunities for students to further develop informational reading standards aligned to ELA standards. STEAM activities include:

- Find a Problem
- Plan and Build
- Test and Improve
- Redesign
- Communication

Both *Science Fusion/Science Dimensions* provides opportunities for students to participate in virtual labs that can be assigned to individual students, small groups or used with the entire class. Teachers use online resources to track student progress through mastery of content and tracking of skills.

Social Studies

The Academy implements the MAS for social studies; the curriculum framework is based on the social studies standards approved in 2007. These standards balance disciplinary content and processes and skills that contribute to responsible citizenship to provide a strong foundation for social studies instruction and incorporate the disciplines of history, geography, civics and government, economics and public discourse.

Students develop knowledge and understanding of how history, geography, civics and economics interact with their local community, state, nation and world. Students make connections about how the past and the present work together to create systems to support how people live and work together. The goal of social studies implementation is to develop responsible citizenship in students through the study of history, geography, civics and economics. Quality instruction helps students develop disciplinary knowledge, thinking skills, democratic values and civic participation.

Kindergarten

Instruction focuses on “Myself and Others.”

- Who am I?
- Where am I?
- How do I get what I need and want?
- How do I get along with others?

Grade 1

Students learn about the Social Studies disciplines by focusing on “Families and Schools.”

- Who am I?
- Where am I?

- How do I get what I need and want?
- How do I get along with others?

Grade 2

Students learn about the local community.

- What is a community?
- What is my community and what is it like?
- How do we learn about places?
- How do people work together in a community?
- How do communities change?
- How can a citizen affect a community?

Grade 3

Students learn about Michigan.

- Physical and human characteristics of Michigan.
- Early History of Michigan.
- Growth of Michigan.
- Government of Michigan.
- Public issues facing Michigan citizens.

Grade 4

Students begin the study of the United States.

- United States in spatial terms.
- Human geography in the United States.
- Exploring Economics in the United States.
- Federal government of the United States.
- Citizenship in the United States.

Grade 5

Students begin the study of:

- European Struggle for Control of North America
- European Slave Trade and Slavery in Colonial America
- Life in Colonial America
- Causes of the American Revolution
- Creating New Government(s) and a New Constitution
- Identifying and Analyzing Public Issues
- Persuasive Communication About a Public Issue
- Citizen Involvement

Grade 6

Students begin the study of:

- Foundations of World Geography
- The World in Spatial Terms
- Population and Migration
- Culture

- Human/Environment Interaction
- Economics and World Trade
- Civics, Government, and Global Politics

Grade 7

Students begin the study of:

- Economics
- Geography
- History
- Civics and Government
- Public Speaking, Citizen Involvement, Decision Making
- Career Building

As social studies content is delivered, teachers instruct at higher levels of DOK by implementing content in a manner that provides for:

Rigor

- challenging enough to equip students to succeed at the next grade level
- represent the essential core content of a discipline – key concepts and how the concepts relate to each other

Clarity

- more than just plain and jargon-free prose
- widely understood and accepted by teachers, parents, school boards and others who have a stake in the quality of schooling
- provide guidance for university faculties who prepare teachers to convey the expectations, and who later receive those teachers' students

Specificity

- enough detail to guide districts in developing curricula and teachers in planning instruction
- address available time for instruction focus
- prioritize facts, concepts and skills that should be emphasized at each grade level

Progression

- move from simple to complex, from concrete to abstract
- delineate a progression of knowledge and skills, rather than repetition from grade to grade

Coherence

- reflect a coherent structure of the discipline and/or reveal significant relationships among the strands, and how the study of one complements the study of another
- represent a “backward-mapping” from the high school expectations to a progression of benchmarks that middle and elementary school students would need to reach in order to be “on track” for success in college and work

Harcourt K–7 Social Studies and resources from the Rubicon Atlas curriculum mapping system provide opportunities for students to learn content aligned to the national standards. Students learn about people, places and events that help make connections to the world in which they live. Units are organized around big ideas, and essential questions set the purpose for reading and focuses on a specific reading skill. These reading skills are explicitly addressed and assessed. Michigan specific resources are provided in accordance with the MAS.

Students are presented with biographies, point of view, primary sources, citizenship skills and critical thinking skills to analyze, apply knowledge, make thoughtful decisions, pose questions and apply events in history. Online programs include assessments, video selections and interactive presentations to support student learning.

Digital Curriculum

Houghton Mifflin Harcourt - *Think Central* provides opportunities for students and teachers to access curriculum resources on-line. Student and teacher editions are accessible anytime, anywhere. In addition, teachers are able to create assessments, make assignments and monitor achievement using a system that provides reports that can be linked to specific standards. *Think Central* also provides a variety of teaching resources, including applications to use interactive whiteboards to present content in an engaging way for all learners. A range of on-line professional development modules provide a variety of instructional support opportunities to increase instructional capacity for teachers.

AMP platform has Accelerate Education which is a digital resource that is fully integrated as a complete online curriculum for students in grades K – 8th with modules that can be accessed at anytime and anywhere online. Teachers are able to create and/or upload assignments, assessments and teaching videos to augment the assignments, assessments and teaching videos that are already a part of the Accelerate Education curriculum. This digital platform has interactive resources such as access to a digital whiteboard, as well as, a conference component where teachers can interact face to face for synchronous teaching experience that mimics a traditional in class session. Online professional development modules are also provided to support teachers capacity for effective instruction.

Physical Education

The Academy physical education program is based on the MAS for physical education and is implemented in a planned, sequential process with expectations for each grade level building upon the previous year's instruction. The program provides students with the knowledge, skills and attitudes necessary to live a healthy lifestyle and integrates motor skills, cognitive concepts, physical fitness and personal and social character traits leading to a healthy lifestyle. The physical education program provides opportunities for children to understand the importance of physical activity and acquire skills to combat a sedentary lifestyle.

Technology

Each Academy student is equipped with a laptop for use in school or at home. Students work on the CompassLearning[®] Odyssey[®] program to reinforce the standards where there are deficits as identified in their most recent NWEA MAP assessment. The Academy has purchased the CompassLearning Odyssey module that provides a learning pathway directly aligned to NWEA. Students also receive basic keyboarding instruction using available software.

Middle school students have a fully integrated technology platform where there is a 1:1 laptop to student ratio and a design room complete with 3D printing technology and a variety of other tools. Coding courses will begin in the 6th grade and be incorporated throughout the 7th grade (and 8th grade once added).

Professional Development

The Accel Schools model provides on-going support for teachers through job embedded professional development designed to improve the instructional capacity of teachers to meet the individual needs of students. Accel Schools' professional development trainers provide direct training for the implementation of student achievement data to inform classroom instruction. Accel Schools trainers work on-site with administrators and the Academy leader to ensure teachers have the skills necessary to implement weekly assessments directly aligned to the standards being taught, with the goal of ensuring students are achieving at 80% mastery. Through intensive professional development provided a minimum of two weeks during pre-service, teachers are able to develop weekly short cycle assessments aligned to the learning standards. Accel Schools' staff members visit the Academy on a weekly basis to reinforce what was learned during pre-service and to assess the professional development is implemented with fidelity. Teachers learn how to create an academic culture where students track their own data and have established a classroom where teachers re-teach skills when students do not achieve at 80% mastery. Systems are in place to allow teachers to use resources provided through *Think Central* and the on-line curriculum as teachers meet in collaborative teams to continually track student progress and provide intervention and extension activities that move student achievement to close the achievement gap.

Accel Schools realizes that just like students, adult learners learn better under certain conditions. Research taken from the North Central Regional Education Laboratory outlines the need to engage adults by ensuring the goals and objectives of the professional development are realistic and important to the audience. Application to the real world needs to be clear, and there must be a sense that the learning can be applied within a timely basis to the learner's scope of work. Adult learners need to have some autonomy over what is being learned and should have input into the content of the program. The culture of adult learning must also be considered to ensure that teachers feel comfortable about the learning environment and there is no fear of judgment regarding participation. In addition, adult participants must have active participation in the professional development program; there must be time for collaboration and the opportunity to produce products for immediate implementation. Great length is taken to ensure that teachers and support staff understand the need for on-going professional development with a minimum commitment of at least eight hours per month. It should be noted that Accel Schools works to ensure that professional development facilitators and principals are trained to elicit feedback throughout the professional development session and monitor and adjust to meet the needs of learners.

The goal of professional development is to include a variety of delivery methods to engage adult learners. While some professional development is delivered in large group settings, the majority of professional development programs are designed to be delivered in small group settings to ensure a more intimate and collaborative process is in place to meet the needs of learners. Additionally, instructional videos, peer to peer examples and having homework assignments that are used in subsequent professional development programs help to enhance the learning. Each professional development program begins with identifying the outcomes for the session, research and best practices associated with the topic and essential questions that participants answer through collaboration. Essential questions are tied to the specific learning environment where the professional development will be implemented; for example, developing skills for differentiating instruction.

Academy leaders are active participants in all professional development programs. Principals are given the opportunity to look at different implementation strategies based on such issues as socio-economic differences, experience levels of teachers, length of time working in urban schools, etc. Accel principals understand how to monitor the implementation of professional development and use regular learning walks to showcase its success.

Instructional coaching is essential to an effective professional development program. Accel Schools supports the research that demonstrates effective instructional coaching models ensure an 85% implementation rate for professional development in schools. Accel Schools deploys instructional coaches with specialized expertise to provide content area professional development in classrooms. Specialists with expertise in ELA, mathematics, science, social studies and STEAM observe classes, model lessons, provide feedback, co-teach and review achievement data to ensure teachers grow in their content area to be the most effective teacher possible. The Academy has a full time instructional coach / curriculum director to ensure that teachers receive the support necessary to deliver high quality instruction.

Accel Schools stresses the implementation of professional learning communities to support adult professional development that leads to increased teacher effectiveness. Professional development sessions are preceded by classroom coaching to implement strategies from the professional development sessions. Professional development presenters modify instructional design to ensure objective skill mastery and expand instructional techniques to accommodate different learning styles/multiple intelligences. In addition, common planning time is scheduled to create and implement best practices and targeted lesson planning. During this time, instructional staff analyzes and interprets data through data team meetings. Continuous efforts are made to address the best possible strategies to increase student achievement. Working together as a team of content area specialists and special subject teachers (art/music/physical education) creates a comprehensive approach to meeting student academic needs.

Accel Schools believes on-gong professional development is critical for academic success. Academy staff members participate in a three week pre-service program that includes extensive training related to curriculum implementation. The following calendar provides an overview / sample of the pre-service professional development calendar:

Journeys Professional Development Focus

Student Resources	Extended Reading	Digital Resources
Teacher Edition	Weekly Lesson Plans	Think Central
Word Study	Small Group Instruction	Assessment
Foundational Skills	Complex Text	Intervention
Leveled Readers	Close Reading	

Go Math Professional Development Focus

Focus	Digital Resources
Coherence	Think Central
Rigor and Mathematical Practice	Assessment
Vocabulary and Writing	Intervention
Application	
Fluency	

Science Dimensions Professional Development Focus

Next Generation Science Standards
Concepts and Vocabulary
Inquiry
STEM Integration
Labs and Lab Activities
Informational Reading
Digital Resources

Social Studies Professional Development Focus

C3 Framework for Social Studies Standards
Common Core State Standards in History and Social Studies
Inquiry
Argument and Reasoning
Indicators of Proficiency
Michigan History
Michigan Studies

Academy teachers have on-going professional development through the on-line professional development resources available on *Think Central*. Teachers can log in to *Think Central* anytime, anywhere to access professional development. Accel Schools instructional coaches assign on-line professional development modules to teachers and then work in a collegial relationship to ensure it is implemented with fidelity. On-line professional development modules for *Journeys* and *Go Math!* are available by grade. Professional development modules are available in video, PDF and podcasts and can be downloaded to any device. An example of professional development modules assigned to a teacher using *Journeys* may include:

- Teaching Fluency
- Assessing Fluency
- Auditory Modeling
- Teaching Text Comprehension
- Answering questions
- Story Structure
- Assessment to Inform Instruction
- Formative Assessment: Class Activity

Accel Schools works hand in hand with the Academy to establish a year-long plan for professional development. The professional development calendar is developed on a quarterly basis and is based on achievement, demographic, process and perception data. Teachers receive on-going professional development by attending weekly meetings of professional learning communities. The meetings are typically scheduled after school from 3:45 to 5:15 pm once a week. Saturday professional development sessions are also scheduled to provide the support needed to achieve high levels of teacher effectiveness.

Assessment and Evaluation

Formative and summative assessment is essential to the academic model; Accel Schools believes assessment should be frequent, authentic and its results immediately actionable. Due to the developmental stage of elementary students, several assessment systems are used to assess students against the relevant state standards. All of these assessments are in addition to state mandated assessments and the formative assessments teachers employ on a daily basis to assess learning. Teachers have access to a variety of summative and formative assessments, including:

- Michigan Student Test of Educational Progress (M-STEP): is given online to students in grades 3-8 and measures current student knowledge of **Michigan's** high academic standards in English language arts (ELA), mathematics, science, and social studies.
- NWEA MAP Growth: A web-based, adaptive test, which quickly pinpoints the proficiency level of each student. Students in grades K-6 take the NWEA assessment in both Reading and Math three times a year. Assessment questions begin one grade level below the age appropriate grade and the response determines the next question a student is given. Since the assessment is adaptive, each student receives a unique assessment and the number of items may vary. The information from the assessments is valuable to parents, teachers and students because it provides a report illustrating each student's strengths and weaknesses against the state standards, a National Percentile Ranking and illustrates academic growth for a school year based on the NWEA RIT score. The RIT (Rasch Unit) scale provides an opportunity to compare the performance of students and the Academy to national achievement and growth norms and on state standards. Students take the NWEA assessment at the beginning, middle and end of the school year. Teachers use the data after each testing period to inform instruction, provide small group instruction and to differentiate instruction for each learner. The NWEA Learning Continuum provides teachers with a breakdown of the specific skills students need to master based on the CCSS and groups the students to help teachers to plan effective instruction.
- The mCLASS DIBELS®: This assessment identifies the needs of each student in grades K and 1 in the area of literacy. The short, one-minute fluency measures for foundational reading skills compare student progress with predictive, research-based benchmark goals. These results allow teachers to track progress and target instruction to individual student needs.
- CompassLearning Odyssey: The web based program has an assessment component that is aligned to the NWEA RIT score. Assessments can be created based on standards where the student is deficient. Teachers use the NWEA Learning Continuum to identify areas of focus and create aligned assessments directed to the MAS for reading and mathematics.
- Short Cycle Assessments: The Academy implements short cycle assessments on a weekly basis to assess student mastery on standards where less than 80% of the students demonstrated mastery on the NWEA assessment. The short cycle assessment program is based on an instructional learning calendar which outlines the specific standards in mathematics and reading where students need re-teaching, remediation and/or tiered interventions. Teachers receive on-going support to create short cycle assessments aligned

with the MAS and are written at level 3 or 4 DOK. The short cycle assessments include a minimum of four multiple choice questions and one extended response question.

The Academy's data team meets regularly to review assessment data and works to ensure the academic culture of the school is based on the on-going use of assessment data to inform instruction. Classrooms have a data wall highlighting student achievement on NWEA assessments and a weekly short cycle assessment data wall where weekly student achievement data is highlighted to allow students to take ownership of individual progress.

Bibliography

- Baker, B. and Ryan, C; *PBIS Team Handbook: Setting Expectations and Building Positive Behavior*; Minneapolis, MN; Free Spirit Publishing; Minneapolis, MN (2014)
- Boudett – Parker, K. and City, E.; *Data Wise: A Step by Step Guide to Using Assessment Data to Improve Teaching and Learning*; Cambridge, MA; Harvard Education Press; (2013)
- Branford, J.D. and Stein, B.S.; *The IDEAL Problem Solver*; New York; W.H.Freeman; (1993)
- Clark and Mayer; “*E-Learning and the Science of Instruction*,” San Francisco, CA; Jossey-Bass, Pfeiffer; (2011)
- Dufour, R., Eaker, R. & Dufour, R.; *On Common Ground*; Bloomington, IN; National Education Service; (2005)
- Geary, David C.; *Comprehension Instruction: Research-based Best Practices*; New York; Gulliford Press; (2004)
- Goodlad, J.; *A Place Called School*; New York; McGraw Hill (1984)
- Marzano, R.J.; *Classroom Instruction that Works*; Alexandria, VA; Association of Supervision and Curriculum Development (2001)
- Ouchi, W.G. and Segal, Lydia; *Making Schools Work, New York*; Simon and Schuster; (2003)
- Sizer, T.; *Breaking Ranks II – Strategies for Leading High School Reform*; Reston, VA; National Association of Secondary School Principals (2004)
- Sizer, T., *Horace’s Compromise*; Boston. MA; McGraw-Hill (1985)
- “*Teaching Thinking and Problem Solving*,” *American Psychologist* 41(10): 1078–1089 (1986)

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 Houghton Mifflin Harcourt™ *Journeys* and *Into Literature* English language arts, *Go Math!*®, *Science Dimensions*®, Harcourt social studies Exemplary Physical Education Curriculum™ (“EPEC™”) and academy written curriculum. The curriculum for all core subjects has been received, reviewed and approved by the Center.

- Journeys & Go Math! <https://www-k6.thinkcentral.com/ePC/start.do>
- Science Dimensions/social studies <https://www.hmhco.com/one/login/>
- EPEC <https://michiganfitness.org/activity/epec/>

Elementary

The following subjects/courses are offered at the Academy.

Course	K	1	2	3	4	5	6	7
English Language Arts	X	X	X	X	X	X	X	X
Mathematics	X	X	X	X	X	X	X	X
Science	X	X	X	X	X	X	X	X
Social Studies	X	X	X	X	X	X	X	X
Physical Education	X	X	X	X	X	X	X	X

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 kindergarten through seventh grade. The maximum enrollment shall be 250 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 kindergarten through seventh grade. The Academy may add grades with the prior written approval of the authorizing body.

Students of the Academy will be children who have reached the age of 5 by the dates outlined in the Code.

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, 2021 Contract to Charter
A Public School Academy and Related Documents

Issued To

INKSTER PREPARATORY ACADEMY
(A PUBLIC SCHOOL ACADEMY)

By

THE CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

CONTRACT AMENDMENT NO. 1

INKSTER PREPARATORY ACADEMY

In accordance with Article IX of the Terms and Conditions of the Contract (the "Contract"), dated July 1, 2021, issued by the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (the "University Board") to INKSTER PREPARATORY ACADEMY (the "Academy"), the parties agree to amend the Contract as follows:

- 1.) Amend Schedule 7, Section c: Educational Programs, by incorporating into this Section a virtual component, limited to the 2021-2022 school year, that complies with Applicable Law, University Board requirements, and pupil membership requirements set forth in the Michigan Department of Education Pupil Accounting Manual.

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 the Academy's first day of school for the 2021-2022 school year.



Dated: 12/16/2021

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



Dated: 12/16/21

By: Garnet Green, Board President
Inkster Preparatory Academy
Designee of the Academy Board

AMENDMENT NO. 2

to the
July 1, 2021 Contract to Charter
A Public School Academy and Related Documents

Issued To

INKSTER PREPARATORY ACADEMY
(A PUBLIC SCHOOL ACADEMY)

By

THE CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

CONTRACT AMENDMENT NO. 2

INKSTER PREPARATORY ACADEMY

In accordance with Article IX of the Terms and Conditions of the Contract (the “Contract”), dated July 1, 2021, issued by the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (the “University Board”) to INKSTER PREPARATORY ACADEMY (the “Academy”), as amended, the parties agree to further amend the Contract as follows:

- 1.) Amend Schedule 6: Physical Plant Description, by replacing the Configuration of Grade Levels contained therein with the following:

“Configuration of Grade Levels: Kindergarten through Eighth Grade.”

- 2.) Amend Schedule 7, Section b: Educational Goal and Related Measures, by replacing the materials contained therein with the materials attached as Tab 1.
- 3.) Amend Schedule 7, Section c: Educational Programs, by replacing the materials contained therein with the materials attached as Tab 2.
- 4.) Amend Schedule 7, Section d: Curriculum, by replacing the materials contained therein with the materials attached as Tab 3.
- 5.) Amend Schedule 7, Section f: Application and Enrollment of Students, by replacing the Enrollment Limits contained therein with the following:

“**Enrollment Limits**

The Academy will offer kindergarten through eighth grade. The maximum enrollment shall be 250 students. The Academy Board will annually adopt maximum enrollment figures prior to its application and enrollment period.”

- 6.) Amend Schedule 7, Section h: Age or Grade Range of Pupils, by replacing the materials contained therein with the materials attached as Tab 4.

This space left intentionally blank.

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, 2022.



Dated: 07/05/2022

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



Dated: 6/30/22

By: Garnet R. Green
Inkster Preparatory Academy
Designee of the Academy Board

Inkster Preparatory Academy

Contract Amendment No. 2

Tab 1

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 3-8 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 3-8 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%

Inkster Preparatory Academy

Contract Amendment No. 2

Tab 2

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 Inkster Preparatory Academy (“Academy”) is to prepare a diverse community of elementary school students to be successful in college and in their careers through a flexible and highly individualized educational experience that develops analytical, compassionate, disciplined, and self-directed learners.

The vision of Inkster Preparatory Academy is simple: to be the best school in Michigan. Seven core beliefs drive everything we do:

1. Schools should be accountable for their results and be financially self-sufficient.
2. Students should be prepared to pursue a wide variety of post-secondary options.
3. Schools and teachers should strive to maximize learning efficiency.
4. The learning environment matters.
5. Students should be taught core values.
6. Technology can increase engagement, access to resources, efficiencies and academic results.
7. More time spent learning yields greater results.

The Academy intends to create a high-performing and innovative school that produces students capable of exemplary levels of higher order thinking and student achievement, as well as prepares students for any post-secondary opportunity they wish to pursue. The Academy will be a place where all students have access to exceptional curriculum, tools and teaching to maximize success in life, regardless of geographic, financial or demographic circumstances. All Academy students will meet or exceed the state and district goals on the state assessment, and the Academy will provide a safe, caring and nurturing environment conducive to learning.

The Academy’s success is anchored by four critical components of educational philosophy:

1. The Academy sets high academic and behavioral expectations for all students and staff.
2. Students will come to understand and believe that success is the result of hard work.
3. Leadership, parents, students and staff will all make a shared commitment to our school.
4. Open and honest communication, and personal and shared responsibility will guide all Academy actions.

A strong school leader, capable of establishing an academic culture based on high expectations and accountability for students and staff is essential to create a school environment where all students can learn and excel. The Academy principal is highly skilled in working to build strong communities and, above all, has proven experience at increasing student achievement in reading, writing, mathematics, science and social studies. The principal possesses a clear vision for the Academy, and clearly articulates and plans for achieving this vision. The principal creates and empowers a leadership team that understands how to effectively use achievement data to inform

instruction, as well as understands how to use achievement, demographic, perception and process data to accelerate achievement for all learners. A culture of high expectations and accountability must be in place to allow staff and students to meet goals to close the achievement gap. The leader creates an environment centered on student and adult learning that is personalized and based on measureable outcomes with on-going feedback. The principal is highly skilled at developing a culture of collaboration and implements productive professional learning communities that work together to achieve desired results.

A foundational component essential for school success is helping students see the correlation between hard work and school success. The Academy implements a comprehensive Positive Behavior Intervention Support (“PBIS”) program designed to highlight students who make good choices that enhance the Academy learning environment. The Academy institutes a school-wide PBIS initiative to promote positive change in student behavior. Students who continually make positive choices receive recognition through awards that can be redeemed at the Academy’s PBIS store. Each instructor implements PBIS at the classroom level, with students being rewarded for following directions, completing assignments on time and showing respect to self and peers. The PBIS program recognizes students for hard work and effort and serves as a model for those individuals who are having trouble making good choices.

Additionally, the Academy institutes a mentoring program designed to help students make good choices. The Academy works with groups such as Big Brothers/Big Sisters and local churches and community organizations to provide students opportunities to be involved with positive role models that demonstrate the correlation between hard work and school success. Academy staff work with Big Brothers/Big Sisters programming on site to provide mentoring programs before school, after school and during the summer.

The Academy’s goal is to create a collaborative community where all stakeholders are a part of the Academy decision making process. The Academy implements research-based parent/family involvement programs based on the work of Joyce Epstein’s Six Types of Parent Involvement, and places emphasis on the decision making component of the framework as a fundamental underpinning of the day to day operations of the Academy. The principal works with parents and guardians to establish a parent–teacher organization where parent representatives play an active role in the decisions made at school. Parents/guardians play an active role on school-based committees including school improvement teams and in the development of Title I initiatives.

Academy staff understands that for the Academy to achieve the results necessary to accelerate academic achievement, there must be a positive relationship between the school, parents/guardians and community stakeholders. The Academy leadership team creates procedures and processes based on regular, open and honest communication through the Academy’s website, social media, print communication, texts, phone calls and face to face communication. The Academy’s goal is to build a culture of trust and respect so parents/guardians and community members view the Academy as a center of excellence. The Academy offers a variety of programs to make parents/guardians feel welcome as well as help parents/guardians understand the Academy not only supports their students’ academic learning, but is also a resource for day to day needs. These programs include a parent resource center, resume writing assistance, budgeting, tax preparation and workshops to help parents learn how to use technology and software programs.

The Academy's Educational Program personalizes learning for all students by maximizing integration of exceptional classroom teaching with innovative blended learning technologies and opportunities. In doing so, Academy leaders and staff leverage the power of academic data that an onsite personalized learning instructional program provides to deeply engage students, parents and teachers. This data fully and efficiently informs all instructional decisions, and allows the team to be nimble in its support of students. Staff receive on-going, job embedded professional development in data analysis and review to ensure teachers and support staff have a strong foundation in working with achievement, demographic, perception and process data. The rigorous, individualized, instructional model, developed by the Academy planning team, hinges on several fundamental principles:

- **More time matters:** the Academy has a full school day, from 8:00 am to 3:00 pm.
- **Leveraging technology builds better teachers:** when appropriate, using technology to individualize learning informs the critical time teachers are in front of students.
- **Data informs:** data driven instruction is a core tenet of the Academy's daily work.
- **Students learn at different paces:** data informs ways to group students at both grade level and achievement level, ensuring each student's needs are being met.
- **Be accountable:** the Academy uses benchmark assessments to monitor student progress, hold teachers accountable and improve performance.
- **Each child is unique:** every child has an Individualized Learning Plan ("ILP") based on an initial diagnostic.
- **Maintain pedagogical efficacy:** the Academy ensures the curriculum alignment to meet or exceed the most relevant standards.
- **It's more than just school:** the Academy builds learning opportunities, including online options, for students at home, available year round.

With this foundation, Academy students access diverse instructional methodologies each and every day, including: whole group instruction, small group learning based on ability, academic and grade level groupings, extended school day and summer instruction.

In order to efficiently and effectively serve all students at the highest possible level, each student is given an ILP based on an initial diagnostic assessment. Highly qualified, Michigan-certified teachers manage the overall student learning process by providing direct, whole group instruction, as well as targeted instruction based on individual student needs. This instruction is supported and informed by the integration of technology in classrooms. The digital curriculum is carefully curated and allows students to focus on core competencies while providing teachers and Academy leaders with comprehensive, quality data necessary to evaluate student and teacher progress and tailor instruction appropriately.

One of the key items the academic team leverages daily is the student learner profile, a result of the combined impact of accessible data, great teachers and the ability to guide students to material relevant for their learning. Consider this example: a 3rd grade student's learning profile reveals mastery of all the state standards in math at the Kindergarten and 1st grade level, but gaps at the 2nd grade level. For one 45 minute math block per day, that student will join grade level peers with similar learning needs. Through small group instruction with the teacher, along with additional instruction and practice through adaptive software, student gaps are quickly remediated

and the percent of standards mastered at the 2nd grade level increases dramatically. During the second 45 minute math block during the same day, this same student works with the homeroom class to receive direct instruction on 3rd grade standards. Teachers use whole group, small group and technology-supported individualized instruction to support student mastery of grade level standards. In doing so, teachers assess gaps in learning for each child and create a specific schedule and plan for individual academic growth.

The Academy team takes multiple approaches to ensure this model is delivered with efficacy, including technology-enhanced rotations, direct instruction, remediation and enrichment. For starters, the Academy utilizes two personalized learning rotational models, each briefly described here:

1. **Rotation model** - A program in which, within a given course or subject (e.g., math), students rotate between learning modalities, at least one of which is digital learning. Other modalities might include activities such as small-group or full-class instruction, group projects, individual tutoring and pencil-and- paper assignments.
2. **Station Rotation** (also referred to as Classroom Rotation or In-Class Rotation) - A rotation model implementation in which within a given course or subject students rotate on a fixed schedule or at the teacher’s discretion among classroom-based learning modalities. The rotation includes at least one station for digital learning. Other stations might include activities such as small-group or full-class instruction, group projects or individual tutoring.

In addition, the Academy delivers direct instruction for core content classes with highly qualified, Michigan-certified teachers across all content areas: math, English language arts (“ELA”), social studies and science for specific periods of the day. Direct instruction supports mastery of standards and focuses on specific strategies or skills and allows students to work effectively through coursework. Teachers carefully review and analyze data from assessments on a weekly basis to ensure the instruction being delivered best meets students’ individual needs.

The Academy’s holistic approach includes a strong remediation and enrichment program: students receive enrichment or remediation working in small groups or 1:1 with core content area teachers throughout the week. Teachers review assessment results and course progress data on a weekly basis to identify learning gaps and provide further individualized support to ensure all students are successful. Remediation and enrichment take place throughout the school day and are provided during before- and after-school programming as well as in the summer.

The Academy meets the needs of all learners. The educational program is designed to meet the needs of students achieving at, below and above grade level. The Academy implements a comprehensive Multi-Tiered Systems of Support (“MTSS”) framework that provides research based interventions and on-going progress monitoring to all students including students receiving specialized services and English Language Learners (“ELLs”).

The MTSS program enables each classroom teacher an opportunity to provide tiered interventions, with all students receiving Tier I interventions within the classroom setting. Students struggling to master Michigan’s academic standards may require more intense instruction and may receive Tier II interventions. Students needing the most intensive interventions receive Tier III MTSS services.

On-going progress monitoring is embedded into the MTSS program to ensure the achievement gap is closing.

Students achieving at high levels are provided with specialized instruction that includes independent projects of study aligned with the Michigan Academic Standards (“MAS”). The Academy meets the needs of gifted learners through single subject acceleration, cluster grouping, curriculum compacting, independent studies and on-line programming.

The Academy employs research based methods to address the needs of ELL students as needed. This may include a combination of bilingual and sheltered instructional strategies as well as push in or pull- out support for all content areas. The specific needs of ELL students may be identified and addressed through the MTSS process in order to ensure each individual’s success.

When making educational placement decisions for students with disabilities, the Academy will ensure that parents are contributing members of the Individualized Educational Program (“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.

The Academy contracts with specialized outside service providers who are experts in providing such services to charter schools in Michigan. Additionally, the Academy employs teachers as needed through its Educational Service Provider or other contractual arrangements who possess certification in special education areas, as well as dual or multiple certifications across disciplines.

Educational Development Plan (“EDP”)

The Academy requires that each 7th grade student works with their teachers, parents and counselors to develop an EDP. Students’ EDPs will be maintained in accordance with the policies outlined in

the Family Education Rights and Privacy Act (“FERPA”). The student’s EDP will be used for learning and planning goals to help the student attain their career goals by mapping the level of educational preparation that they will need. As part of the EDP process, students will be encouraged to think beyond high school and put in place a plan of action that align their career goals, including the amount of education/certification they will need while trying to provide experiences for that student in the career of their choice. Students’ EDPs will be updated to accommodate each student’s growing interests and needs and include high school course selections, expected high school graduation date, as well as timelines for possible college applications.

Curriculum

The Academy is built on a strong foundation of high expectations for academic achievement for all students. A standards based curriculum that teaches students skills for college and career readiness is fundamental to the teaching and learning program implemented at the Academy. Teachers receive on-going professional development in unpacking learning standards so students develop the skills necessary to successfully advance from one grade level to the next. The Academy curriculum is built on the MAS for ELA, mathematics, science, social studies, art, technology and physical education.

The curriculum’s foundation is critical to successful curriculum implementation. Teachers implement the curriculum in alignment with the state standards for each grade level and understand the complexity of the progression of the standards. Professional development and on-going academic coaching help teachers understand the need to shift away from traditional instruction to the development of lessons designed in a manner that engages students and embeds rigor into daily instruction.

The Academy works collaboratively with its partner, Accel Schools, to ensure the curriculum is implemented with fidelity. All students receive core instruction on grade level standards. Curriculum resources are research based and provide materials to increase achievement for students achieving at, below and above grade level. The teachers and students use digital resources in daily instruction and each classroom is outfitted with the technology necessary to support instruction and target the individual needs of students. Curriculum resources provide on-going assessment data for teachers to use to inform instruction; these resources are used in conjunction with Northwest Evaluation Association™ (“NWEA™”) Measures of Academic Progress® (“MAP®”) Growth™ and other assessment results to group students for individual, small group and guided instruction.

English Language Arts (“ELA”)

The ELA curriculum is based on the MAS for ELA. The standards provide specific learning outcomes for ELA and Literacy in history/social studies, science and technical subjects. The standards are divided into strands for reading, writing, speaking and listening and language. The MAS for ELA provide a framework to be a literate person in the twenty-first century. According to the National Council of Teachers of English, twenty-first century readers and writers need to:

- Gain proficiency with tools of technology.

- Develop relationships with others and confront and solve problems collaboratively and cross-culturally.
- Design and share information for global communities to meet a variety of purposes.
- Manage, analyze and synthesize multiple streams of simultaneous information.
- Create, critique, analyze and evaluate multimedia texts.
- Attend to the ethical responsibilities required by these complex environments.

Academy teachers understand all students must have a strong foundation in reading and writing and know a strong literacy program is the bedrock for students to experience sustained academic success. The ELA standards promote learning at level four Depth of Knowledge (“DOK”), foster creativity and develop innovative thinkers capable of solving problems of today’s ever changing world.

The Academy’s middle school STEAM language arts is focused on creating students that can comprehend and communicate effectively through all types of communications (written, visual, auditory, technological, etc.). Students work through grade level thematic units using Journeys and AMP modules. Students will also create pieces of work quarterly to include:

- Poetry
- Research Papers
- Black History Projects
- Marketing Materials for School Community Garden

The ELA standards provide for shifts away from traditional instruction that include:

- Building knowledge through content rich non-fiction and informational texts.
- Reading and writing is grounded in evidence from text.
- Regular practice with complex text and its academic vocabulary.

The MAS are embedded with foundational skills which include four strands: print concepts, phonological awareness, phonics and word recognition and fluency. These foundational skills are supported by four strands that continue across all grades kindergarten through grade twelve, which include: key ideas and details; integration of knowledge and ideas; craft and structure; and range and level of text complexity.

The Academy ELA curriculum places emphasis on:

1. Strong beginning reading skills that include phonemic awareness, phonics and fluency.
2. Writing based on what students read and the promotion of argumentative writing.
3. Tier 2 vocabulary and the building of academic vocabulary skills.
4. Increased opportunities for students to access informational texts as students move through grade levels.
5. Access to complex texts and explicit instruction that teach critical components of complex texts such as different purposes, genres, organization and structures of texts.
6. Close reads that require students to provide evidence and support from texts, answer text dependent questions and integrate knowledge and ideas from different parts of text and across more than one text.

The MAS for writing de-emphasize narrative writing and place an increased emphasis on argumentative and informational writing. Academy teachers promote writing across the curriculum with regular opportunities to write in social studies, mathematics, science and enrichment classes.

The Academy works collaboratively with Accel Schools to develop standards based curriculum maps with pacing guides for each grade that outline the standards students are required to master before progressing to the next grade level. The ELA curriculum resources build on the complexity of skills required for success as students progress to middle school, high school and post-secondary education. All resources are available in digitized formats with opportunities for on-line learning for students and on-line professional development for teachers.

English Language Arts – Focus of Instruction

Kindergarten – Reading

- Demonstrate an understanding of the concepts of print while reading.
- Activate and construct meaning from pictures and illustrations to sequence a story from pictures and illustrations.
- Show the sound and symbol relationship between letters of the alphabet and their sounds in words.
- Read and spell a list of frequently sounded words.
- Read, view, and listen to a variety of genre to explore and respond to a pattern, style, structure, or purpose in a guided / or independent setting.

Kindergarten – Writing

- Write to communicate a purpose for a variety of purposes.
- Share a personal experience and dictate / write that story for publication.
- Approximate the reading and writing of poetry through singing, listening to, and viewing rhythms, rhymes, songs, and patterned literature.

Grade 1 – Reading

- Demonstrate concepts of print in shared or individual settings for multiple purposes using a variety of texts.
- Increase fluency and increase meaning by incorporating phonetic skill to include selected word families, consonants, and vowel soundings while reading.
- Read stories from various genres focusing on problems, setting, character, solution, and theme.
- Read books to identify the author and illustrator and justify whether the texts are narrative or informational.
- Read stories with fluency and expression from a leveled set of books, using selected reading strategies.
- Locate and use selected parts of a book, including the title page, table of contents, glossary, and front and back cover to find information, and compare the information found in other media.

Grade 1 – Writing

- Write a complete sentence for a purpose and intended audience.

- Write in legible manuscript about three topics, both narrative and informational.
- Read and write poetry.
- Correctly spell words in written work.
- Collaboratively research a topic using a variety of references, write a factual report and individually create a visual response.

Grade 2 – Reading

- Decode words to demonstrate fluency and comprehension.
- Read to identify specific elements of various genre including character traits.
- Read and analyze narrative and informational texts, focusing on author’s purpose and theme.
- Read narrative and informational texts to construct meaning using key strategies.
- Read orally with fluency and expression from a leveled set of books using selected reading strategies to construct meaning.
- Alphabetize the second letter to locate and organize information in the dictionary / glossary and other resources.

Grade 2 – Writing

- Write a paragraph incorporating a main idea sentence with three supporting details.
- Write titled stories, using elements of various genres.
- Write a friendly letter including date, greeting, body, closing, and signature.
- Read and write poetry.
- Correctly spell words in written work.
- Produce a researched magazine article, using a variety of resources.

Grade 3 - Reading

- Read and analyze classic and contemporary realistic fiction.
- Read informational selections and poetry, using a variety of reading strategies to construct meaning.
- Read orally with fluency and understand using phonological awareness and structural analysis skills and content clues.
- Read analyze and summarize informational selections to identify central purpose, major ideas, and supportive detail.

Grade 3 – Writing

- Write a letter to express appreciation, ask a question, or extend an invitation.
- Write a poem and a personal narrative.
- Write a summary, including a major idea and supporting details, based on informational text.
- Write a summary, including a major idea and supporting details, based on informational text.
- Correctly spell words in written work.

Grade 4 – Reading

- Read a variety of contemporary literature including: myths / legends, fantasy, and adventure, to analyze, verify and justify story elements.
- Analyze various reading, viewing, and listening, to determine author's, illustrator's or speaker's purpose, craft or voice.
- Read to analyze the characteristics, sequence of events and cause and effect relationships of biographical and autobiographical selections.
- Read and analyze informational texts, using reading strategies to identify theme or main idea.
- Develop research skills using a world almanac to determine important information.

Grade 4 – Writing

- Compose business letters using legible cursive writing or word processing and correct format.
- Write an informational report by analyzing and applying structure and technique of exemplary writing.
- Write an extended response to a prompt, making connections to his or her own experiences.
- Analyze and write original poetry, focusing on ideas, vivid and varied language form, and style.
- Write narratives including myth/legend, fantasy, and adventure.
- Correctly spell words independently in written work and correctly use content related vocabulary words.

Grade 5 – Reading

Word Recognition and Word Study

- Explain when to use and apply word structure, sentence structure and prediction.
- Use structural, syntactic and semantic cues to read frequently encountered words
- Automatically recognize frequently encountered words in print
- Know the meanings of words frequently encountered

Fluency

- Fluently read beginning grade-level text and increasingly demanding text

Vocabulary

- Determine the meaning of words and phrases

Narrative Text

- Analyze how characters and communities reflect life
- Analyze structure, elements, style and purpose of narrative genre
- Analyze how characters' traits and setting define the plot, climax, the role of dialogue and how problems are resolved
- Explain how authors use literary devices to develop characters, themes, and plots

Informational Text

- Analyze the structure, elements, features, style and purpose of text
- Identify and describe informational text patterns
- Explain how authors use text features to enhance supporting ideas

Comprehension

- Connect personal knowledge, experiences and understanding of the world
- Retell through summarization
- Analyze global themes, truths and principles
- Apply knowledge across the curriculum

Metacognition

- Students will self-monitor comprehension when reading or listening to text.

Reading Attitude

- Students will be enthusiastic about reading and do substantial reading and writing on their own.

Grade 5 – Writing

Writing Genre

- Write a cohesive narrative piece using a specific time period and setting to enhance the plot, role, functions of a characters and conflicts / resolutions
- Write poetry based on a reading
- Write a position piece that demonstrates understanding of central ideas
- Produce a research paper

Writing Process

- When writing students will consider their audience
- Apply pre-writing strategies for both narrative and informational writing
- Create draft writings using focused ideas and features
- Revise drafts based on constructive and specific oral and written responses
- Proofread and edit writing using grade-level checklists

Personal Style

- Students will exhibit a personal style and voice to enhance the written message in both narrative and informational writings

Grammar and Usage

- Students will exhibit proper use of grammar in their writings

Spelling

- Students will exhibit correct spelling of words and frequently encountered words

Handwriting

- Students demonstrate neat and legible compositions and be enthusiastic about their writings

Journeys

The Academy uses Houghton Mifflin Harcourt™ *Journeys* as a primary resource to implement the ELA curriculum. The *Journeys* program provides core reading instruction to Academy students. *Journeys* delivers effective vocabulary instruction, reading comprehension instruction and differentiation to meet the needs of all learners.

Vocabulary

Journeys focuses on three purposes for teaching vocabulary:

- 1) To facilitate comprehension
- 2) To build academic vocabulary
- 3) To teach about words

Each lesson follows a consistent format that begins with opening activities focused on target vocabulary words and reinforced on “Vocabulary in Context Cards,” which introduce and preview the words for students. Teachers receive on-line professional development that assists with providing explicit vocabulary instruction prior to students reading the *Journeys* selection aligned to the daily lesson. This ensures students have the vocabulary necessary to comprehend and embrace complex text. Vocabulary is further reinforced through the use of Leveled Vocabulary Readers. A priority area in *Journeys* is connecting vocabulary instruction with comprehension so neither is taught in isolation.

Comprehension

To achieve the high standards for literacy, students must develop comprehension strategies that enable them to meet increasing literacy demands as students move from grade to grade. *Journeys* recognizes the importance of background knowledge to comprehension and the importance of making connections; each lesson in *Journeys* targets the activation of prior knowledge before reading. Students have opportunities to make connections from text to self, text to text and text to the world. The series helps students to make connections between reading and other content areas through the *Journeys* “Science Connection” and “Social Studies Connection” components.

Students develop critical thinking skills by writing a response to reading selections. *Journeys* helps students to think about their own thinking and make connections to what is taking place in the community and in the world.

Decoding

Teachers in grades K – 5 have support for decoding instruction that focuses on phonics and high-frequency words within each unit as appropriate. Opening routines include phonemic awareness as students work in centers on decoding and other literacy skills. *Journeys* provides intervention support for students that need to develop decoding skills in later grades.

Fluency

Fluency instruction is integrated into weekly instruction. *Journeys* includes interactive read-aloud and shared reading to serve students with daily models of fluent reading.

Assessments

Journeys provides teachers with weekly assessments and end of unit assessments that provide on-going achievement data relating to student progress. Additionally, intervention assessments are provided for on-going monitoring of students receiving targeted support to specific interventions students are receiving to close gaps in literacy.

STEAM (Sciences, Technology, Engineering, Arts, Mathematics) Approach

The Academy’s middle school will focus on a STEAM approach designed to inspire and prepare students to be problem solvers in a quickly changing world. Our goal is that students will be successful and are skilled in the areas of effective communication; collaboration; leadership; research and analysis; creativity; adaptability; and entrepreneurship.

S: Science Standards and Social SCIENCE

T: Incorporation of TECHNOLOGY
E: Principles of ENGINEERING and Design
A: English Language and Performing/Visual ARTS
M: Application of MATHEMATICS

A STEAM approach plan has been developed for the Academy's middle school students. This approach focuses on student participation, supported by school data and research, and addresses all components of the STEAM continuum. The STEAM program includes science, math, music, and visual arts and offers other courses in technology and media arts. STEAM core teachers and teachers in elective areas must regularly make explicit efforts to infuse science, technology, engineering, arts and math content, requiring students to synthesize knowledge across disciplines. Interdisciplinary, relevant, real world integration of standards is used daily throughout all STEAM subject areas. Students regularly work cooperatively with clearly defined individual and team expectations to apply STEAM skills, frame STEAM-related problems and test solutions that incorporate STEAM content.

English Language Arts

IPA's middle school STEAM language arts is focused on creating students that can comprehend and communicate effectively through all types of communications (written, visual, auditory, technological, etc.). Students will work through grade level thematic units using Journeys and AMP modules. Students will also create pieces of work quarterly to include:

- Poetry
- Research Papers
- Black History Projects
- Marketing Materials for School Community Garden

Grade 6 – Reading (Journeys)

Comprehension

- 9 Forms of Literature
- Short Stories
- Harriet Tubman

Strategies

- Study Skills
- Analyze Characters
- Setting
- Character
- Plot
- Point of View
- Symbolism
- Theme
- Mood
- Tone
- Style
- Plot Analysis

Grade 6 – Writing

- Launching Writer’s Notebook
- Independent Reading
- Argument Paragraph
- Narrative Reading
- Literary Essay
- Informational Reading
- Informational Essay
- Writing the Argument

Grade 7 – Reading Literature and Informational Text (Into Literature®)

- Cite textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text
- Determine 2 or more themes or central ideas of a text and analyze its development over the course of the text; provide an objective summary of the text.
- Analyze how an author develops and contrasts the points of view of different characters or narrators in a text
- Read and comprehend literature, including stories, dramas, and poems, in the grades 6-8 text complexity band proficiently, with scaffolding as needed at the high end of the range
- Determine two or more central ideas in a text

Grade 7 – Writing

- Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.
- Draw evidence from literacy or informational texts to support analysis, reflection, and research

Grade 8- Reading Literature and Informational Text- (Into Literature)

- Cite the textual evidence that most strongly supports an analysis of what the text says explicitly as well as inferences drawn from the text
- Determine a theme or central idea of a text and analyze its development over the course of the text, including its relationship to the characters, setting, and plot; provide an objective summary of the text.
- Analyze how particular lines of dialogue or incidents in a story or drama propel the action, reveal aspects of a character, or provoke a decision.
- Determine the meaning of words and phrases as they are used in a text, including figurative and connotative meanings; analyze the impact of specific word choices on meaning and tone, including analogies or allusions to other texts.
- Compare and contrast the structure of two or more texts and analyze how the differing structure of each text contributes to its meaning and style.
- Analyze how differences in the points of view of the characters and the audience or reader (e.g., created through the use of dramatic irony) create such effects as suspense or humor

- Analyze the extent to which a filmed or live production of a story or drama stays faithful to or departs from the text or script, evaluating the choices made by the director or actors.
- Analyze how a modern work of fiction draws on themes, patterns of events, or character types from myths, traditional stories, or religious works such as the Bible, including describing how the material is rendered new.
- By the end of the year, read and comprehend literature, including stories, dramas, and poems, at the high end of grades 6–8 text complexity band independently and proficiently.

Grade 8 – Writing

- Write arguments to support claims with clear reasons and relevant evidence. a. Introduce claim(s), acknowledge and distinguish the claim(s) from alternate or opposing claims, and organize the reasons and evidence logically. b. Support claim(s) with logical reasoning and relevant evidence, using accurate, credible sources and demonstrating an understanding of the topic or text. c. Use words, phrases, and clauses to create cohesion and clarify the relationships among claim(s), counterclaims, reasons, and evidence. d. Establish and maintain a formal style. e. Provide a concluding statement or section that follows from and supports the argument presented
- Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content. a. Introduce a topic clearly, previewing what is to follow; organize ideas, concepts, and information into broader categories; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension. b. Develop the topic with relevant, well-chosen facts, definitions, concrete details, quotations, or other information and examples. c. Use appropriate and varied transitions to create cohesion and clarify the relationships among ideas and concepts. d. Use precise language and domain-specific vocabulary to inform about or explain the topic. e. Establish and maintain a formal style. f. Provide a concluding statement or section that follows from and supports the information or explanation presented
- Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences. a. Engage and orient the reader by establishing a context and point of view and introducing a narrator and/or characters; organize an event sequence that unfolds naturally and logically. b. Use narrative techniques, such as dialogue, pacing, description, and reflection, to develop experiences, events, and/or characters. c. Use a variety of transition words, phrases, and clauses to convey sequence, signal shifts from one time frame or setting to another, and show the relationships among experiences and events. d. Use precise words and phrases, relevant descriptive details, and sensory language to capture the action and convey experiences and events. e. Provide a conclusion that follows from and reflects on the narrated experiences or events.
- Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience. (Grade-specific expectations for writing types are defined in standards 1–3 above.)

- With some guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on how well purpose and audience have been addressed. (Editing for conventions should demonstrate command of Language standards 1–3 up to and including grade 8 on page 53.)
- Use technology, including the Internet, to produce and publish writing and present the relationships between information and ideas efficiently as well as to interact and collaborate with others.
- Conduct short research projects to answer a question (including a self-generated question), drawing on several sources and generating additional related, focused questions that allow for multiple avenues of exploration.
- Gather relevant information from multiple print and digital sources, using search terms effectively; assess the credibility and accuracy of each source; and quote or paraphrase the data and conclusions of others while avoiding plagiarism and following a standard format for citation.
- Draw evidence from literary or informational texts to support analysis, reflection, and research. a. Apply grade 8 Reading standards to literature (e.g., “Analyze how a modern work of fiction draws on themes, patterns of events, or character types from myths, traditional stories, or religious works such as the Bible, including describing how the material is rendered new”). b. Apply grade 8 Reading standards to literary nonfiction (e.g., “Delineate and evaluate the argument and specific claims in a text, assessing whether the reasoning is sound and the evidence is relevant and sufficient; recognize when irrelevant evidence is introduced”)
- Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.

Mathematics

The Academy implements the MAS for mathematics to ensure students are prepared not only to master the standards for high school algebra, but are able to take and pass high school algebra while in middle school. The standards provide opportunities for teachers to make a shift in instruction to teach mathematics in a focused, coherent and rigorous manner. The standards provide:

- *Focus where the standards focus.* Teachers focus deeply on the major work of each grade level so students have a strong foundation and conceptual understanding, a high degree of procedural skill and fluency and the ability to solve real world problems.
- *Coherent progressions from one grade to another.* Learning is carefully constructed to allow students to build new understanding onto foundations built in previous years. Each standard is an extension of previous learning.
- *Rigor in conceptual understanding, procedural skill and fluency, and application with equal intensity.* The embedded rigor begins in the early grades and continues as students move from early elementary to intermediate and on to middle and high school.

The MAS place emphasis on specific practices and proficiencies teachers should strive to develop in students. Academy teachers implement the MAS mathematical practices so scholars achieve proficiency to:

- Make sense of problems and persevere in solving them.
- Reason abstractly and quantitatively.
- Construct viable arguments and critique the reasoning of others.
- Model with mathematics.
- Use appropriate tools strategically.
- Attend to precision.
- Look for and make use of structure.
- Look for and express regularity in repeated reasoning.

Middle school STEAM math incorporates technology, problem solving, math language fluency and real world application in daily lessons as well as focuses on having students reach a high level performance in the following areas:

- Basic operations of natural and real numbers
- Percentages, fractions, decimals and ratios
- Solving and graphing equations and linear inequalities
- Square and cubic measurements
- Practice with problems in statistics and probability

Curriculum resources are aligned with the MAS for mathematics and provide the components of rigor including conceptual understanding, application and procedural skill and fluency. The curriculum provides research based interventions to meet the needs of struggling learners as well as advanced learners. Teachers use the resources to construct engaging lessons that promote the integration of technology, project based learning and the application of the standards to solve real world problems. Curriculum resources provide a strong foundation for all Academy students.

Teachers understand that a solid foundation in whole numbers, addition, subtraction, multiplication, division, fractions and decimals support a student's ability to learn and apply more demanding mathematical concepts in upper elementary, middle and high school. The math standards for early elementary grades are constructed in a manner that allow students to spend sufficient time mastering the building blocks of mathematical thinking. Teachers in kindergarten through grade two establish the groundwork for scholars to apply mathematics to solve real world problems. At the early grades, students are able to reason about numbers and explain and defend answers. Grades three through five deepen learning of skills and strategies for multiplications and division, fractions, arrays, area and geometric figures.

Academy teachers receive on-going, job embedded professional development beginning at pre-service and extending throughout the school year. Teachers receive the professional development necessary to plan and implement the MAS for mathematics with the rigor needed to ensure students are college and career ready. Using backward design, teachers develop deep knowledge regarding the skills high school students need to master Algebra I, Algebra II and Geometry and an awareness of the skills and concepts students must have to be proficient on the required state assessment in eleventh grade. This background information helps teachers understand the importance of providing a rigorous mathematics program in the elementary grades.

Focus of Instruction – Mathematics

Kindergarten

Counting and Cardinality

- Know number names and count sequence.
- Count to tell the numbers of objects.
- Compare numbers.

Operations and Algebraic Thinking

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

Number and Operations in Base Ten

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

Measurement and Data

- Describe and compare measurable attributes
- Classify objects and count the number of objects in categories.

Geometry

- Identify and describe shapes.
- Analyze, compare, create, and compose shapes.

Grade 1

Operations and Algebraic Thinking

- Represent and solve problems involving addition and subtraction.
- Understand and apply properties of operations and the relationship between addition and subtraction.
- Add and subtract within 20.
- Work with addition and subtraction equations.

Number and Operations in Base Ten

- Extend the counting sequence.
- Understand place value.
- Use place value understanding and properties of operations to add and subtract.

Measurement and Data

- Measure lengths indirectly and by iterating length in units.
- Tell and write times.
- Represent and interpret data.

Geometry

- Reason with shapes and their attributes.

Grade 2

Operations and Algebraic Thinking

- Represent and solve problems involving addition and subtraction.
- Add and subtract within 20.
- Work with equal groups of objects to gain foundations for multiplication.

Number and Operations in Base Ten

- Understand place value.
- Use place value understanding and properties of operations to add and subtract.

Measurement and Data

- Measure and estimate lengths in standard units.
- Relate addition and subtraction to length.
- Work with time and money.
- Represent and interpret data.

Grade 3

Operations and Algebraic Thinking

- Represent and solve problems involving multiplication and division.
- Understand properties of multiplication and the relationship between multiplication and division.
- Multiply and divide within 100.
- Solve problems involving the four operations and identify and explain patterns in arithmetic.

Number and Operations in Base Ten

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

Number and Operations – Fractions

- Develop an understanding of fractions as numbers.

Measurement and Data

- Solve problems involving measurement and estimation of intervals of time, liquid, volumes, and masses of objects.
- Represent and interpret data.
- Geometric measurement: understand concepts of area and relate area to multiplication and to addition.
- Geometric measurement: recognize perimeter as an attribute of plane figures and distinguish between linear and area measures.

Geometry

- Reason with shapes and their attributes.

Grade 4

Operations and Algebraic Thinking

- Use the four operations with whole numbers to solve problems.
- Gain familiarity with factors and multiples.
- Generate and analyze patterns.

Number and Operations in Base Ten

- Generalize place value understanding for multi-digit whole numbers.
- Use place value understanding and properties of operations to perform multi-digit arithmetic.

Number and Operations – Fractions

- Extend understanding of fraction equivalence and ordering.
- Build fractions from unit fractions by applying and extending previous understandings of operations on whole numbers.
- Understand decimal notation for fractions, and compare decimal fractions.

Measurement and Data

- Solve problems involving measurement and conversion of measurements from a larger unit to a smaller unit.
- Represent and interpret data.
- Geometric measurement: understand concepts of angle and measure angles.

Geometry

- Draw and identify lines and angles, and classify shapes by properties of their lines and angles.

Grade 5

Number and Operations

- Understand division of whole numbers
- Multiply and divide whole numbers
- Find prime factorizations of whole numbers
- Understand meaning of decimal fractions and percentages
- Understand fractions as division statements; find equivalent fraction
- Multiply and divide fractions
- Add and subtract fractions using common denominators
- Multiply and divide by powers of ten
- Express, interpret, and use ratios; find equivalences

Measurement

- Express, interpret, and use ratios; find equivalences
- Find areas of geometric shapes using formulas
- Understand the concept of volume

Geometry

- Know the meaning of angles, and solve problems

Data and Probability

- Construct and interpret line graphs

Grade 6

The Number System

- Apply and extend previous understandings of numbers to the system of rational numbers.
- Identify a number and its opposite.
- Compare and order integers using a number line.
- Find the absolute value of a number and rational numbers.
- Compare and order a set of rational numbers.
- Classify whole numbers, integers, and rational numbers using a visual representation such as a Venn Diagram.
- Multiply and divide decimals.
- Apply and extend previous understandings of multiplication and division to divide fractions by fractions.
- Multiply fractions and mixed numbers.
- Divide fractions and mixed numbers.
- Solve problems involving multiplication and division of fractions.

- Compute fluently with multi-digit numbers and find common factors and multiples.
- Find the greatest common factor of two whole numbers less than or equal to 100.
- Find least common multiple of two whole numbers less than or equal to 12.
- Use the distributive property to express a sum of two whole numbers 1-100.

Ratios and Proportional Relationships

- Understand ratio concepts and use ratio reasoning to solve problems.
 - Represent ratios.
 - Write ratios and find equivalent ratios.
 - Use rates and unit rates to compare quantities.
 - Apply qualitative and quantitative reasoning to solve problems.
 - Compare additive and multiplicative relationships.
 - Solve problems with proportions.
 - Convert units within a measurement system
- #### Ratios and Proportional Relationships
- Understand ratio concepts and use ratio reasoning to solve problems.
 - Represent percents with concrete models and fractions.
 - Generate equivalent forms of fractions, decimals, and percents using real-world problems.
 - Solve real-world problems involving percent.

Expressions and Equations

- Apply and extend previous understandings of arithmetic to algebraic expressions.
 - Generate equivalent numerical expressions using exponents and prime factorization.
 - Simplify numerical expressions using the order of operations.
 - Reason about and solve one-variable equations and inequalities.
 - Write, model, and solve one-variable, one-step equations to represent constraints or conditions within problems.
 - Write inequalities.
 - Represent and analyze quantitative relationships between dependent and independent variables.
 - Identify independent and dependent quantities from tables and graphs.
 - Write an equation that represents the relationship between independent and dependent quantities from a table.
 - Represent a given situation using verbal descriptions, tables, graphs, and equations in the form $y=kx$ or $y=x+b$.
 - Graph points in all four quadrants using ordered pairs of rational numbers.
- #### Expressions and Equations
- Apply and extend previous understandings of arithmetic to algebraic expressions to evaluate and generate equivalent expressions.
 - Determine if two expressions are equivalent.
 - Evaluate algebraic expressions for the given value of a variable.
 - Generate equivalent expressions using the properties of operations.

Geometry

- Solve real-world and mathematical problems involving area, surface area, and volume.
- Model area formulas for quadrilaterals, triangles by decomposing and rearranging parts of shapes.
- Write equations that represent problems related to the area and volume of quadrilaterals and triangles where dimensions are positive rational numbers.

The Number System

- Apply and extend previous understandings of multiplication and division to divide fractions by fractions.
- Use absolute value to find distances between points in the coordinate plane.
- Solve problems that involve drawing polygons in the coordinate plane and finding the length of a side.

Statistics and Probability

- Develop understanding of statistical variability.
- Summarize and describe distributions.
- Represent numeric data graphically, including dot plots, histograms, and boxplots.
- Use graphical representations of numeric data to describe the center, spread, and shape of data distribution.
- Summarize numeric data with numerical summaries, including the mean and median and the range and interquartile range.
- Interpret numeric data summarized in dot plots, histograms, and boxplots.
- Summarize categorical data with numerical and graphical summaries, including mode and relative frequency tables.

Grade 7

- Analyze proportional relationships and use them to solve real-world and mathematical problems.
- Apply and extend previous understandings of operations with fractions to add, subtract, multiply, and divide rational numbers.
- Use properties of operations to generate equivalent expressions.
- Solve real-life and mathematical problems using numerical and algebraic expressions and equations.
- Draw, construct and describe geometrical figure and describe the relationships between them.
- Solve real-life and mathematical problems involving angle measure, area, surface area, and volume.
- Use random sampling to draw inferences about a population.
- Draw informal comparative inferences about two populations.
- Investigate chance processes and develop, use, and evaluate probability models.

Grade 8

- **The Number System**
Apply and extend previous understandings of multiplication and division to divide fractions by fractions

- **Expressions and Equations**
Understand the connections between proportional relationships, lines, and linear equations
- **Expressions and Equations**
Define, evaluate, and compare functions.
Write an equation in $y=mx +b$ and contrast bivariate sets of data.
- **Geometry**
Understand and apply the Pythagorean Theorem.
- **Geometry**
Understand congruence and similarity using physical models, transparencies, or geometry software
- **Statistics and Probability**
Investigate patterns of association in bivariate data.

Go Math![®]

The Houghton Mifflin Harcourt *Go Math!* curriculum is used to teach the MAS for mathematics. *Go Math!* provides a standards based approach integrated with creative instruction and digital learning to provide a robust approach to mathematics instruction. *Go Math!* is aligned to the Common Core State Standards (“CCSS”) for mathematics and provides teachers with the alignments to the CCSS. The program provides balanced instruction on mathematical content and practices that focuses on application, critical thinking and multiple representations. *Go Math!* units, modules and lessons follow a five step pattern of instruction that includes:

1. *Engage* – the Essential Question gets students thinking about the lesson content.
2. *Explore* – activities and exercises that encourage students to investigate lesson content and practice skills are provided.
3. *Explain* – students engage in activities to explain their understandings such as: Connect Vocabulary, Questioning Strategies, Connect to Daily Life and Talk About It.
4. *Elaborate* – teachers assess student knowledge and skills using Guided and Independent Practice; examples are: Personal Math Trainer assessments, Lesson Quizzes and Leveled Practice.
5. *Empowerment* – Empowers teachers with comprehensive professional development including workshops and e-learning opportunities.

Students are challenged to incorporate writing and talking about mathematics to learn, reflect on and refine mathematical ideas. Each unit provides vocabulary instruction where students review words, preview words and complete activities to use mathematical terms in different ways. *Go Math!* provides real world examples, mathematical modeling, how math applies to other content areas and real world connections using technology and current events. Units include opportunities for higher order thinking skills and performance tasks that require students to use reasoning skills, represent situations symbolically, use mathematical models, and state answers explaining the step by step process for solving problems.

Go Math! provides teachers a variety of assessment tools to support data driven instruction. Students at each grade level are given a diagnostic assessment at the beginning of each school year

to identify those students who are at risk and in need of targeted, research based interventions to close gaps in learning. Formative assessments are embedded into instructions so teachers and students have on-going achievement data to inform both teaching and learning. In addition, the program includes leveled module quizzes, unit tests, performance tasks and quarterly benchmark tests. The online assessment component allows teachers to monitor student progress through reports and alerts, and to use course assessments or create and customize assignments aligned to specific lessons and standards. Using data provided through a robust assessment program, teachers are able to differentiate instruction, implement leveled practice sheets, reteach concepts on an individual and small group basis and use extending activities to challenge students who are ready to move ahead.

Science

The Michigan Science Standards were approved by the Michigan Department of Education in November 2015. The standards are based on the Next Generations Science Standards (“NGSS”), which were constructed in accordance with how students learn best. The framework suggests students need to be engaged in science using the same practices used by scientists and engineers. Additionally, the framework supports the concept that students should engage in science and engineering practices with core ideas that become more complex as students advance from grade to grade. The emphasis is on how science concepts are interdisciplinary in nature, therefore providing opportunities for the integration of science with mathematics, technology, the arts and other disciplines.

The science standards are organized by grade level and reflect the developmental nature of learning. Within each grade level, performance expectations for students are organized around topics. The standards and topics integrate science and engineering practices into a framework for all grade levels which include:

1. Asking questions and defining problems
2. Developing and using models
3. Planning and carrying out investigations
4. Analyzing and interpreting data
5. Using mathematics and computational thinking
6. Constructing explanations and designing solutions
7. Engaging in argument from evidence
8. Obtaining, evaluating, and communicating information

The curriculum includes study in life science, physical science and earth and space science and fully integrates engineering, technology and the application of science. The continuum provides opportunities for teachers to plan cross curricular activities that incorporate mathematical concepts and teach non-fiction informational reading and writing skills at each grade level. Scholars receive instruction based on the inquiry model and will regularly conduct investigations with real world applications. Academy students cover the following science topics:

Kindergarten

- Forces and Interactions: Pushes and Pulls

- Interdependent Relationships in Ecosystems: Animals, Plants and Their Environment
- Weather and Climate
- Engineering and Design

Grade 1

- Waves: Light and Sound
- Structure, Function, and Information Processing
- Space Systems: Patterns and Cycles
- Engineering Design

Grade 2

- Structure and Properties of Matter
- Interdependent Relationships in Ecosystems
- Earth's Systems: Processes that Shape the Earth
- Engineering Design

Grade 3

- Engineering Process
- Plants and Animals
- Ecosystems and Interactions
- Change to the Earth's Surface
- Water and Weather
- Simple Machines

Grade 4

- Engineering Process
- Plants and Animals
- Energy and Ecosystems
- Weather Patterns
- Earth and Space
- States of Matter
- Forms of Energy

Grade 5

- Integrates traditional science content with engineering
- Structure and Properties of Matter
- Matter and Energy in Organisms and Ecosystems
- Earth's Systems
- Space Systems: Stars and the Solar System
- Engineering Design

Grade 6

- Water on the Move: The Water Cycle

- Investigating and Modeling Body
- Forces and Motion
- Plant Growth
- Interactions within Ecosystems
- Cycling of Energy and Matter Through Food Webs

Grade 7

- The Nature of Science
- Measurement and Data
- Cells
- Reproduction and Heredity
- Diversity of Living Things
- Living Systems
- Human Body Systems
- Earth's Changing Surface
- Living in Space

Grade 8

- Natural Selection
- Sounds and Light Waves
- Understanding Climate
- Making Weather Prediction
- Natural Hazards
- Climate Change

Science Fusion/Science Dimensions[®]

Houghton Mifflin Harcourt *Science Fusion/Science Dimensions* is used to implement the science curriculum at the Academy. *Science Fusion/Science Dimensions* is aligned to the NGSS. The program is inquiry based and designed in a manner to engage student interest. *Science Fusion/Science Dimensions* challenges students to think about real life applications, with Science, Technology, Arts, Engineering, and Math (“STEAM”) skills being emphasized throughout the series. Lab activities are built into inquiry lessons that incorporate directed inquiry, guided inquiry and independent inquiry. In addition to a comprehensive digital curriculum, each student has a write-in edition that incorporates vocabulary work, math and writing and a reading component. Leveled readers provide rich opportunities for students to further develop informational reading standards aligned to ELA standards. STEAM activities include:

- Find a Problem
- Plan and Build
- Test and Improve
- Redesign
- Communication

Both *Science Fusion/Science Dimensions* provides opportunities for students to participate in virtual labs that can be assigned to individual students, small groups or used with the entire class.

Teachers use online resources to track student progress through mastery of content and tracking of skills.

Social Studies

The Academy implements the MAS for social studies; the curriculum framework is based on the social studies standards approved in 2007. These standards balance disciplinary content and processes and skills that contribute to responsible citizenship to provide a strong foundation for social studies instruction and incorporate the disciplines of history, geography, civics and government, economics and public discourse.

Students develop knowledge and understanding of how history, geography, civics and economics interact with their local community, state, nation and world. Students make connections about how the past and the present work together to create systems to support how people live and work together. The goal of social studies implementation is to develop responsible citizenship in students through the study of history, geography, civics and economics. Quality instruction helps students develop disciplinary knowledge, thinking skills, democratic values and civic participation.

Kindergarten

Instruction focuses on “Myself and Others.”

- Who am I?
- Where am I?
- How do I get what I need and want?
- How do I get along with others?

Grade 1

Students learn about the Social Studies disciplines by focusing on “Families and Schools.”

- Who am I?
- Where am I?
- How do I get what I need and want?
- How do I get along with others?

Grade 2

Students learn about the local community.

- What is a community?
- What is my community and what is it like?
- How do we learn about places?
- How do people work together in a community?
- How do communities change?
- How can a citizen affect a community?

Grade 3

Students learn about Michigan.

- Physical and human characteristics of Michigan.
- Early History of Michigan.

- Growth of Michigan.
- Government of Michigan.
- Public issues facing Michigan citizens.

Grade 4

Students begin the study of the United States.

- United States in spatial terms.
- Human geography in the United States.
- Exploring Economics in the United States.
- Federal government of the United States.
- Citizenship in the United States.

Grade 5

Students begin the study of:

- European Struggle for Control of North America
- European Slave Trade and Slavery in Colonial America
- Life in Colonial America
- Causes of the American Revolution
- Creating New Government(s) and a New Constitution
- Identifying and Analyzing Public Issues
- Persuasive Communication About a Public Issue
- Citizen Involvement

Grade 6- World Civilization

Students begin the study of:

- Foundations of World Geography
- The World in Spatial Terms
- Population and Migration
- Culture
- Human/Environment Interaction
- Economics and World Trade
- Civics, Government, and Global Politics

Grade 7- World Geography

Students begin the study of:

- Economics
- Geography
- History
- Civics and Government
- Public Speaking, Citizen Involvement, Decision Making
- Career Building

Grade 8- United States History

- Economics
Individual, Business, and Government Choices

- Competitive Markets
- Prices, Supply, and Demand
- Role of Government
- Economic Interdependence
- **Geography**
 - The World in Spatial Terms
 - Places and Regions
 - Human Systems
 - Physical Systems
 - Environment and Society
- **History**
 - Beginnings to 1620
 - Era 2 Colonization and Settlement 1585-1763
 - 3 Revolution and the New Nation 1754-1800
 - Era 4 Expansion and Reform 1792-1861
 - 5 Civil War and Reconstruction 1850-1877
- **Civics and Government**
 - Conceptual Foundations
 - Role and Functions of Government
 - Purposes of Government
 - Core Values and Constitutional Principles of American Democracy, a Constitutional Republic
 - Role of the Citizen in American Democracy, a Constitutional Republic
- Public Speaking, Citizen Involvement, Decision Making
- Career Building

As social studies content is delivered, teachers instruct at higher levels of DOK by implementing content in a manner that provides for:

Rigor

- challenging enough to equip students to succeed at the next grade level
- represent the essential core content of a discipline – key concepts and how the concepts relate to each other

Clarity

- more than just plain and jargon-free prose
- widely understood and accepted by teachers, parents, school boards and others who have a stake in the quality of schooling
- provide guidance for university faculties who prepare teachers to convey the expectations, and who later receive those teachers' students

Specificity

- enough detail to guide districts in developing curricula and teachers in planning instruction
- address available time for instruction focus
- prioritize facts, concepts and skills that should be emphasized at each grade level

Progression

- move from simple to complex, from concrete to abstract
- delineate a progression of knowledge and skills, rather than repetition from grade to grade

Coherence

- reflect a coherent structure of the discipline and/or reveal significant relationships among the strands, and how the study of one complements the study of another
- represent a “backward-mapping” from the high school expectations to a progression of benchmarks that middle and elementary school students would need to reach in order to be “on track” for success in college and work

Harcourt K–8 Social Studies and resources from the Rubicon Atlas curriculum mapping system provide opportunities for students to learn content aligned to the national standards. Students learn about people, places and events that help make connections to the world in which they live. Units are organized around big ideas, and essential questions set the purpose for reading and focuses on a specific reading skill. These reading skills are explicitly addressed and assessed. Michigan specific resources are provided in accordance with the MAS.

Students are presented with biographies, point of view, primary sources, citizenship skills and critical thinking skills to analyze, apply knowledge, make thoughtful decisions, pose questions and apply events in history. Online programs include assessments, video selections and interactive presentations to support student learning.

Digital Curriculum

Houghton Mifflin Harcourt - *Think Central* provides opportunities for students and teachers to access curriculum resources on-line. Student and teacher editions are accessible anytime, anywhere. In addition, teachers are able to create assessments, make assignments and monitor achievement using a system that provides reports that can be linked to specific standards. *Think Central* also provides a variety of teaching resources, including applications to use interactive whiteboards to present content in an engaging way for all learners. A range of on-line professional development modules provide a variety of instructional support opportunities to increase instructional capacity for teachers.

AMP platform has Accelerate Education which is a digital resource that is fully integrated as a complete online curriculum for students in grades K – 8 with modules that can be accessed at anytime and anywhere online. Teachers are able to create and/or upload assignments, assessments and teaching videos to augment the assignments, assessments and teaching videos that are already a part of the Accelerate Education curriculum. This digital platform has interactive resources such as access to a digital whiteboard, as well as a conference component where teachers can interact face to face for synchronous teaching experience that mimics a traditional in class session. Online professional development modules are also provided to support teachers capacity for effective instruction.

Physical Education

The Academy physical education program is based on the MAS for physical education and is implemented in a planned, sequential process with expectations for each grade level building upon the previous year’s instruction. The program provides students with the knowledge, skills and attitudes necessary to live a healthy lifestyle and integrates motor skills, cognitive concepts, physical fitness and personal and social character traits leading to a healthy lifestyle. The physical

education program provides opportunities for children to understand the importance of physical activity and acquire skills to combat a sedentary lifestyle.

Technology

Each Academy student is equipped with a laptop for use in school or at home. Students work on the CompassLearning® Odyssey® program to reinforce the standards where there are deficits as identified in their most recent NWEA MAP assessment. The Academy has purchased the CompassLearning Odyssey module that provides a learning pathway directly aligned to NWEA. Students also receive basic keyboarding instruction using available software.

Middle school students have a fully integrated technology platform where there is a 1:1 laptop to student ratio and a design room complete with 3D printing technology and a variety of other tools. Coding courses will begin in the 6th grade and be incorporated throughout the 7th grade and 8th grades.

Professional Development

The Accel Schools model provides on-going support for teachers through job embedded professional development designed to improve the instructional capacity of teachers to meet the individual needs of students. Accel Schools' professional development trainers provide direct training for the implementation of student achievement data to inform classroom instruction. Accel Schools trainers work on-site with administrators and the Academy leader to ensure teachers have the skills necessary to implement weekly assessments directly aligned to the standards being taught, with the goal of ensuring students are achieving at 80% mastery. Through intensive professional development provided a minimum of two weeks during pre-service, teachers are able to develop weekly short cycle assessments aligned to the learning standards. Accel Schools' staff members visit the Academy on a weekly basis to reinforce what was learned during pre-service and to assess the professional development is implemented with fidelity. Teachers learn how to create an academic culture where students track their own data and have established a classroom where teachers re-teach skills when students do not achieve at 80% mastery. Systems are in place to allow teachers to use resources provided through *Think Central* and the on-line curriculum as teachers meet in collaborative teams to continually track student progress and provide intervention and extension activities that move student achievement to close the achievement gap.

Accel Schools realizes that just like students, adult learners learn better under certain conditions. Research taken from the North Central Regional Education Laboratory outlines the need to engage adults by ensuring the goals and objectives of the professional development are realistic and important to the audience. Application to the real world needs to be clear, and there must be a sense that the learning can be applied within a timely basis to the learner's scope of work. Adult learners need to have some autonomy over what is being learned and should have input into the content of the program. The culture of adult learning must also be considered to ensure that teachers feel comfortable about the learning environment and there is no fear of judgment regarding participation. In addition, adult participants must have active participation in the professional development program; there must be time for collaboration and the opportunity to produce products for immediate implementation. Great length is taken to ensure that teachers and support staff understand the need for on-going professional development with a minimum commitment of at least eight hours per month. It should be noted that Accel Schools works to

ensure that professional development facilitators and principals are trained to elicit feedback throughout the professional development session and monitor and adjust to meet the needs of learners.

The goal of professional development is to include a variety of delivery methods to engage adult learners. While some professional development is delivered in large group settings, the majority of professional development programs are designed to be delivered in small group settings to ensure a more intimate and collaborative process is in place to meet the needs of learners. Additionally, instructional videos, peer to peer examples and having homework assignments that are used in subsequent professional development programs help to enhance the learning. Each professional development program begins with identifying the outcomes for the session, research and best practices associated with the topic and essential questions that participants answer through collaboration. Essential questions are tied to the specific learning environment where the professional development will be implemented; for example, developing skills for differentiating instruction.

Academy leaders are active participants in all professional development programs. Principals are given the opportunity to look at different implementation strategies based on such issues as socio-economic differences, experience levels of teachers, length of time working in urban schools, etc. Accel principals understand how to monitor the implementation of professional development and use regular learning walks to showcase its success.

Instructional coaching is essential to an effective professional development program. Accel Schools supports the research that demonstrates effective instructional coaching models ensure an 85% implementation rate for professional development in schools. Accel Schools deploys instructional coaches with specialized expertise to provide content area professional development in classrooms. Specialists with expertise in ELA, mathematics, science, social studies and STEAM observe classes, model lessons, provide feedback, co-teach and review achievement data to ensure teachers grow in their content area to be the most effective teacher possible. The Academy has a full time instructional coach / curriculum director to ensure that teachers receive the support necessary to deliver high quality instruction.

Accel Schools stresses the implementation of professional learning communities to support adult professional development that leads to increased teacher effectiveness. Professional development sessions are preceded by classroom coaching to implement strategies from the professional development sessions. Professional development presenters modify instructional design to ensure objective skill mastery and expand instructional techniques to accommodate different learning styles/multiple intelligences. In addition, common planning time is scheduled to create and implement best practices and targeted lesson planning. During this time, instructional staff analyzes and interprets data through data team meetings. Continuous efforts are made to address the best possible strategies to increase student achievement. Working together as a team of content area specialists and special subject teachers (art/music/physical education) creates a comprehensive approach to meeting student academic needs.

Accel Schools believes on-gong professional development is critical for academic success. Academy staff members participate in a three week pre-service program that includes extensive

training related to curriculum implementation. The following provides an overview / sample of the pre-service professional development:

Journeys Professional Development Focus /Intro Literature 7th/8th Grade

Student Resources	Extended Reading	Digital Resources
Teacher Edition	Weekly Lesson Plans	Think Central
Word Study	Small Group Instruction	Assessment
Foundational Skills	Complex Text	Intervention
Leveled Readers	Close Reading	

Go Math Professional Development Focus

Focus	Digital Resources
Coherence	Think Central
Rigor and Mathematical Practice	Assessment
Vocabulary and Writing	Intervention
Application	
Fluency	

Science Dimensions Professional Development Focus

Next Generation Science Standards
Concepts and Vocabulary
Inquiry
STEM Integration
Labs and Lab Activities
Informational Reading
Digital Resources

Social Studies Professional Development Focus

C3 Framework for Social Studies Standards
Common Core State Standards in History and Social Studies
Inquiry
Argument and Reasoning
Indicators of Proficiency
Michigan History
Michigan Studies

Academy teachers have on-going professional development through the on-line professional development resources available on *Think Central*. Teachers can log in to *Think Central* anytime, anywhere to access professional development. Accel Schools instructional coaches assign on-line professional development modules to teachers and then work in a collegial relationship to ensure it is implemented with fidelity. On-line professional development modules for *Journeys* and *Go Math!* are available by grade. Professional development modules are available in video, PDF and podcasts and can be downloaded to any device. An example of professional development modules assigned to a teacher using *Journeys* may include:

- Teaching Fluency

- Assessing Fluency
- Auditory Modeling
- Teaching Text Comprehension
- Answering questions
- Story Structure
- Assessment to Inform Instruction
- Formative Assessment: Class Activity

Accel Schools works hand in hand with the Academy to establish a year-long plan for professional development. The professional development calendar is developed on a quarterly basis and is based on achievement, demographic, process and perception data. Teachers receive on-going professional development by attending weekly meetings of professional learning communities. The meetings are typically scheduled after school from 3:45 to 5:15 pm once a week. Saturday professional development sessions are also scheduled to provide the support needed to achieve high levels of teacher effectiveness.

Assessment and Evaluation

Formative and summative assessment is essential to the academic model; Accel Schools believes assessment should be frequent, authentic and its results immediately actionable. Due to the developmental stage of elementary students, several assessment systems are used to assess students against the relevant state standards. All of these assessments are in addition to state mandated assessments and the formative assessments teachers employ on a daily basis to assess learning. Teachers have access to a variety of summative and formative assessments, including:

- Michigan Student Test of Educational Progress (“M-STEP”): is given online to students in grades 3-8 and measures current student knowledge of **Michigan's** high academic standards in ELA, mathematics, science, and social studies.
- NWEA MAP Growth: A web-based, adaptive test, which quickly pinpoints the proficiency level of each student. Students in grades K-8 take the NWEA assessment in both Reading and Math three times a year. Assessment questions begin one grade level below the age appropriate grade and the response determines the next question a student is given. Since the assessment is adaptive, each student receives a unique assessment and the number of items may vary. The information from the assessments is valuable to parents, teachers and students because it provides a report illustrating each student’s strengths and weaknesses against the state standards, a National Percentile Ranking and illustrates academic growth for a school year based on the NWEA RIT score. The RIT (Rasch Unit) scale provides an opportunity to compare the performance of students and the Academy to national achievement and growth norms and on state standards. Students take the NWEA assessment at the beginning, middle and end of the school year. Teachers use the data after each testing period to inform instruction, provide small group instruction and to differentiate instruction for each learner. The NWEA Learning Continuum provides teachers with a breakdown of the specific skills students need to master based on the CCSS and groups the students to help teachers to plan effective instruction.

- The mCLASS DIBELS®: This assessment identifies the needs of each student in grades K and 1 in the area of literacy. The short, one-minute fluency measures for foundational reading skills compare student progress with predictive, research-based benchmark goals. These results allow teachers to track progress and target instruction to individual student needs.
- iReady: The web based program has an assessment component that is aligned to the NWEA RIT score. Assessments can be created based on standards where the student is deficient. Teachers use the NWEA Learning Continuum to identify areas of focus and create aligned assessments directed to the MAS for reading and mathematics.
- Short Cycle Assessments: The Academy implements short cycle assessments on a weekly basis to assess student mastery on standards where less than 80% of the students demonstrated mastery on the NWEA assessment. The short cycle assessment program is based on an instructional learning calendar which outlines the specific standards in mathematics and reading where students need re-teaching, remediation and/or tiered interventions. Teachers receive on-going support to create short cycle assessments aligned with the MAS and are written at level 3 or 4 DOK. The short cycle assessments include a minimum of four multiple choice questions and one extended response question.

The Academy's data team meets regularly to review assessment data and works to ensure the academic culture of the school is based on the on-going use of assessment data to inform instruction. Classrooms have a data wall highlighting student achievement on NWEA assessments and a weekly short cycle assessment data wall where weekly student achievement data is highlighted to allow students to take ownership of individual progress.

Bibliography

- Baker, B. and Ryan, C; *PBIS Team Handbook: Setting Expectations and Building Positive Behavior*; Minneapolis, MN; Free Spirit Publishing; Minneapolis, MN (2014)
- Boudett – Parker, K. and City, E.; *Data Wise: A Step by Step Guide to Using Assessment Data to Improve Teaching and Learning*; Cambridge, MA; Harvard Education Press; (2013)
- Branford, J.D. and Stein, B.S.; *The IDEAL Problem Solver*; New York; W.H.Freeman; (1993)
- Clark and Mayer; “*E-Learning and the Science of Instruction*,” San Francisco, CA; Jossey-Bass, Pfeiffer; (2011)
- Dufour, R., Eaker, R. & Dufour, R.; *On Common Ground*; Bloomington, IN; National Education Service; (2005)
- Geary, David C.; *Comprehension Instruction: Research-based Best Practices*; New York; Gulliford Press; (2004)
- Goodlad, J.; *A Place Called School*; New York; McGraw Hill (1984)
- Marzano, R.J.; *Classroom Instruction that Works*; Alexandria, VA; Association of Supervision and Curriculum Development (2001)
- Ouchi, W.G. and Segal, Lydia; *Making Schools Work, New York*; Simon and Schuster; (2003)
- Sizer, T.; *Breaking Ranks II – Strategies for Leading High School Reform*; Reston, VA; National Association of Secondary School Principals (2004)
- Sizer, T., *Horace’s Compromise*; Boston. MA; McGraw-Hill (1985)
- “*Teaching Thinking and Problem Solving*,” *American Psychologist* 41(10): 1078–1089 (1986)

Inkster Preparatory Academy

Contract Amendment No. 2

Tab 3

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 Houghton Mifflin Harcourt™ *Journeys* and *Into Literature*® English language arts, *Go Math!*®, *Science Dimensions*®, Harcourt social studies Exemplary Physical Education Curriculum™ (“EPEC™”) and academy written curriculum. The curriculum for all core subjects has been received, reviewed and approved by the Center.

- Journeys & Go Math! <https://www-k6.thinkcentral.com/ePC/start.do>
- Science Dimensions/social studies <https://www.hmhco.com/one/login/>
- EPEC <https://michiganfitness.org/activity/epec/>

Elementary

The following subjects/courses are offered at the Academy.

Course	K	1	2	3	4	5	6	7	8
English Language Arts	X	X	X	X	X	X	X	X	X
Mathematics	X	X	X	X	X	X	X	X	X
Science	X	X	X	X	X	X	X	X	X
Social Studies	X	X	X	X	X	X	X	X	X
Physical Education	X	X	X	X	X	X	X	X	X

Inkster Preparatory Academy

Contract Amendment No. 2

Tab 4

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 kindergarten through eighth grade. The Academy may add grades with the prior written approval of the authorizing body.

Students of the Academy will be children who have reached the age of 5 by the dates outlined in the Code.